

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE U PAGE OF PAGES 1 4

2. AMENDMENT/MODIFICATION NO. P00005 3. EFFECTIVE DATE 18-Sep-2019 4. REQUISITION/PURCHASE REQ. NO. 1300812372 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  
kristin.white@navy.mil 619-524-7204

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 / N0003919F3004
CAGE CODE 37WS0 FACILITY CODE		10B. DATED (SEE ITEM 13) 22-Feb-2019

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

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kristin L White, Contracting Officer	
15B. CONTRACTOR/OFFEROR [Redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 18-Sep-2019	16B. UNITED STATES OF AMERICA BY /s/Kristin L White (Signature of Contracting Officer)	16C. DATE SIGNED 18-Sep-2019

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## GENERAL INFORMATION

The purpose of this modification is to: 1) realign ceiling in the amount of [REDACTED] from OY 3 CLIN 7301 to Base Year CLIN 7001; 2) Realign funding in the amount of [REDACTED] from 7001/35/BL to 9001/31/BL; 3) Correct the Line of Accounting for the following CLIN/SLINs: 7001/32/BH, 9001/28/BH, 7001/38/BP; and 9001/34/BP; 4) Deobligate funding from CLINs 7001 and 9001; 5) Provide Incremental Funding for CLINs 7001 and 9001; 6) Update C-6 Key Personnel, specifically to update the identified personnel for the KP Labor Category Operations Manager/Specialist; 7) Update the PoP in Section F for various SLINs; and 8) update sections B and G accordingly. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

700132:

From: BH 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA73 COST CODE:  
821360020LAF

To: BH 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 821380040LAF

700138:

From: BP 97-11X8242 2846 000 74462 0 065916 2D PMXA44 COST CODE: 912280310LAN

To: BP 97-11X8242 2846 000 74462 0 065916 2D PMXA44 COST CODE: 912280330LAN

900128:

From: BH 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA73 COST CODE:  
821360020LAF

To: BH 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 821380040LAF

900134:

From: BP 97-11X8242 2846 000 74462 0 065916 2D PMXA44 COST CODE: 912280310LAN

To: BP 97-11X8242 2846 000 74462 0 065916 2D PMXA44 COST CODE: 912280330LAN

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700101	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]
700102	FMS	[REDACTED]	[REDACTED]	[REDACTED]
700104	FMS	[REDACTED]	[REDACTED]	[REDACTED]
700105	FMS	[REDACTED]	[REDACTED]	[REDACTED]
700106	FMS	[REDACTED]	[REDACTED]	[REDACTED]
700108	FMS	[REDACTED]	[REDACTED]	[REDACTED]
700111	FMS	[REDACTED]	[REDACTED]	[REDACTED]

700114	FMS		
700115	FMS		
700116	FMS		
700117	FMS		
700118	FMS		
700123	FMS		
700125	FMS		
700126	FMS		
700127	FMS		
700132	FMS		
700133	FMS		
700134	FMS		
700135	FMS		
700139	FMS		
700140	FMS	0.00	
700141	FMS	0.00	
700142	FMS	0.00	
700143	FMS	0.00	
700144	FMS	0.00	
700145	FMS	0.00	
700146	FMS	0.00	
700147	FMS	0.00	
700148	FMS	0.00	
700149	FMS	0.00	
700150	FMS	0.00	
700151	FMS	0.00	
900102	FMS		
900104	FMS		
900105	FMS		
900106	FMS		
900108	FMS		
900111	FMS		
900114	FMS		
900116	FMS		
900119	FMS		
900124	FMS		
900126	FMS		
900128	FMS		

900129	FMS		
900130	FMS		
900131	FMS		
900132	FMS		
900133	FMS		
900136	FMS	0.00	
900137	FMS	0.00	
900138	FMS	0.00	
900139	FMS	0.00	
900140	FMS	0.00	
900141	FMS	0.00	
900142	FMS	0.00	
900143	FMS	0.00	
900144	FMS	0.00	
900145	FMS	0.00	
900146	FMS	0.00	
900147	FMS	0.00	
900148	FMS	0.00	
900149	FMS	0.00	

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7001	[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
7001	R425	The contractor shall provide labor in accordance with the PWS. (Fund Type - OTHER)	1.0	LO			
700101	R425	FY19 Admin, Labor, PWS 6.0-6.1.11, 6.2-6.9.1, 6.10 (Fund Type - OTHER)					
700102	R425	PWS 6.1-6.2 Bahamas, FMS CASE 7F-P-LAA, RSN 011 (FMS)					
700103	R425	PWS 6.1 Bahamas, FMS CASE BF-P-LAC, RSN 012 (FMS)					
700104	R425	PWS 6.1 Canada, FMS CASE CN-P-FCK, RSN 005 (FMS)					
700105	R425	PWS 6.1 Turkey, FMS CASE TK-P-LLV, RSN 008 (FMS)					
700106	R425	PWS 6.1 Azerbaijan, FMS CASE AJ-P-LAB, RSN 010 (FMS)					
700107	R425	PWS 6.1 Germany, FMS GY-P-GPU, RSN 007 (FMS)					
700108	R425	PWS 6.1 Italy, FMS Case IT-P-BOX, RSN 014 (FMS)					
700109	R425	PWS 6.1 Italy, FMS Case IT-P-CAJ, RSN 008 (FMS)					
700110	R425	PWS 6.1 Saudi Arabia, FMS Case SR-P-SBQ, RSN 012 (FMS)					
700111	R425	PWS 6.2-6.3 Saudi Arabia, FMS Case SR-P-SBQ, RSN 014 (FMS)					
700112	R425	PWS 6.1 New Zealand, FMS Case NZ-P-BJU, RSN 013 (FMS)					
700113	R425	PWS 6.2 Philippines, FMS Case PI-P-LFA, RSN 001 (FMS)					
700114	R425	PWS 6.2 Philippines, FMS Case PI-P-LFG, RSN 006 (FMS)					
700115	R425	PWS 6.1 Philippines, FMS Case PI-P-LFG, RSN 007 (FMS)					
700116	R425	PWS 6.1 Korea, FMS Case KS-P-BTY, RSN 009 (FMS)					
700117	R425	PWS 6.1 Korea, FMS Case KS-P-BWB, RSN 003 (FMS)					
700118	R425	PWS 6.1 Korea, FMS Case KS-P-GQG, RSN 004 (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700119	R425	PWS 6.1-6.2 Saudi Arabia, FMS Case SR-P-GBT, RSN 003 (FMS)					
700120	R425	PWS 6.1-6.3 Taiwan, FMS Case TW-P-GNU, RSN 005 (FMS)					
700121	R425	PWS 6.1-6.3 Taiwan, FMS Case TW-P-GOS, RSN 004 (FMS)					
700122	R425	PWS 6.1-6.3 Taiwan, FMS Case TW-P-GOX, RSN 010 (FMS)					
700123	R425	PWS 6.1-6.3 Cameroon, FMS Case CM-P-GAG, RSN 004 (FMS)					
700124	R425	PWS 6.1-6.3 Jordan, FMS Case JO-P-LBQ, RSN 005 (FMS)					
700125	R425	PWS 6.1-6.3 Morocco, FMS Case MO-P-LBF, RSN 006 (FMS)					
700126	R425	PWS 6.1, 6.3 Costa Rica, FMS Case CS-P-LBF, RSN 006 (FMS)					
700127	R425	PWS 6.1 Japan, FMS Case JA-P-CTE, RSN 005 (FMS)					
700128	R425	PWS 6.1 Japan, FMS Case JA-P-FZX, RSN 004 (FMS)					
700129	R425	PWS 6.1 Japan, FMS Case JA-P-FZY, RSN 002 (FMS)					
700130	R425	PWS 6.1 Japan, FMS Case JA-P-NBW, RSN 006 (FMS)					
700131	R425	PWS 6.1 Japan, FMS Case JA-P-NBX, RSN 006 (FMS)					
700132	R425	PWS 6.1-6.3 Philippines, FMS Case AZ-P-LAF, RSN 003 (FMS)					
700133	R425	PWS 6.1-6.3 Japan, FMS Case JA-P-QDS, RSN 001 (FMS)					
700134	R425	PWS 6.1-6.3 Malaysia, FMS Case AZ-P-LAD, RSN 004 (FMS)					
700135	R425	PWS 6.2 Japan, FMS Case JA-P-NAZ, RSN 005 (FMS)					
700136	R425	PWS 6.1-6.3 Morocco, FMS Case MO-P-LBE, RSN 005 (FMS)					
700137	R425	PWS 6.1-6.3 Jordan, FMS Case QC-P-LAA, RSN 003 (FMS)					
700138	R425	PWS 6.1-6.3 Mexico, FMS Case MX-P-LAN, RSN 012 (FMS)					
700139	R425	PWS 6.1-6.2 Saudi Arabia, FMS Case SR-P-GBV, RSN 002 (FMS)					
700140	R425	PWS 6.1 Canada, FMS Case CN-P-FET, RSN 002 (FMS)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700141	R425	PWS 6.1 United Kingdom, FMS Case UK-P-LUK, RSN 007 (FMS)					
700142	R425	PWS 6.1 United Kingdom, FMS Case UK-P-FBQ, RSN 007 (FMS)					
700143	R425	PWS 6.1 Iraq, FMS Case IQ-P-GAQ, RSN 006 (FMS)					
700144	R425	PWS 6.1 Kuwait, FMS Case KU-P-LCO, RSN 002 (FMS)					
700145	R425	PWS 6.1 Australia, FMS Case AT-P-GPO, RSN 007 (FMS)					
700146	R425	PWS 6.1 Australia, FMS Case AT-P-FAA, RSN 003 (FMS)					
700147	R425	PWS 6.1 Australia, FMS Case AT-P-FAM, RSN 003 (FMS)					
700148	R425	PWS 6.1-6.2 Philippines (S.333), FMS Case 7L-P-LBH, RSN 013 (FMS)					
700149	R425	PWS 6.1 Thailand, FMS Case AZ-P-LAK, RSN 004 (FMS)					
700150	R425	PWS 6.1 Japan, FMS Case JA-P-FYM, RSN 007 (FMS)					
700151	R425	PWS 6.1 Japan, FMS Case JA-P-QDO, RSN 002 (FMS)					
7101	R425	The contractor shall provide labor in accordance with the PWS. (Option Year 1) (Fund Type - OTHER)  Option	1.0	LO			
7201	R425	The contractor shall provide labor in accordance with the PWS. (Option Year 2) (Fund Type - OTHER)  Option	1.0	LO			
7301	R425	The contractor shall provide labor in accordance with the PWS. (Option Year 3) (Fund Type - OTHER)  Option	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R425	ODC/Travel for CLIN 7001 (Fund Type - OTHER)	1.0	LO	
900101	R425	FY19 FMS Admin, Travel/ODC (Fund Type - OTHER)			
900102	R425	PWS 6.1,6.2. Bahamas, FMS Case 7F-P-LAA, RSN 011 (FMS)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900103	R425	PWS 6.1 Bahamas, FMS Case BF-P-LAC, RSN 012 (FMS)			
900104	R425	PWS 6.1 Canada, FMS Case CN-P-FCK, RSN 005 (FMS)			
900105	R425	PWS 6.1 Turkey, FMS Case TK-P-LLV, RSN 008 (FMS)			
900106	R425	PWS 6.1 Azerbaijan, FMS Case AJ-P-LAB, RSN 010 (FMS)			
900107	R425	PWS 6.1 Germany, FMS Case GY-P-GPU, RSN 007 (FMS)			
900108	R425	PWS 6.1 Italy, FMS Case IT-P-BOX, RSN 014 (FMS)			
900109	R425	PWS 6.1 Italy, FMS Case IT-P-CAJ, RSN 008 (FMS)			
900110	R425	PWS 6.1 Saudi Arabia, FMS Case SR-P-SBQ, RSN 012 (FMS)			
900111	R425	PWS 6.2-6.3 Saudi Arabia, FMS Case SR-P-SBQ, RSN 014 (FMS)			
900112	R425	PWS 6.1 New Zealand, FMS Case NZ-P-BJU, RSN 013 (FMS)			
900113	R425	PWS 6.2 Philippines, FMS Case PI-P-LFA, RSN 001 (FMS)			
900114	R425	PWS 6.2 Philippines, FMS Case PI-P-LFG, RSN 006 (FMS)			
900115	R425	PWS 6.1 Philippines, FMS Case PI-P-LFG, RSN 007 (FMS)			
900116	R425	PWS 6.1 Korea, FMS Case KS-P-BWB, RSN 003 (FMS)			
900117	R425	PWS 6.1,6.2 Saudi Arabia, FMS Case SR-P-GBT, RSN 003 (FMS)			
900118	R425	PWS 6.1-6.3 Taiwan, FMS Case TW-P-GNU, RSN 005 (FMS)			
900119	R425	PWS 6.1-6.3 Taiwan, FMS Case TW-P-GOS, RSN 004 (FMS)			
900120	R425	PWS 6.1-6.3 Taiwan, FMS Case TW-P-GOX, RSN 010 (FMS)			
900121	R425	PWS 6.1-6.3 Cameroon, FMS Case CM-P-GAG, RSN 004 (FMS)			
900122	R425	PWS 6.1-6.3 Jordan, FMS Case JO-P-LBQ, RSN 005 (FMS)			
900123	R425	PWS 6.1-6.3 Morocco, FMS Case MO-P-LBF, RSN 006 (FMS)			
900124	R425	PWS 6.1,6.3 Costa Rica, FMS Case CS-P-LBF, RSN 006 (FMS)			
900125	R425	PWS 6.1 Japan, FMS Case JA-P-CTE, RSN 005 (FMS)			
900126	R425	PWS 6.1 Japan, FMS Case JA-P-FZX, RSN 004 (FMS)			
900127	R425	PWS 6.1 Japan, FMS Case JA-P-FZY, RSN 002 (FMS)			
900128	R425	PWS 6.1-6.3 Philippines, FMS Case AZ-P-LAF, RSN 003 (FMS)			
900129	R425	PWS 6.1-6.3 Japan, FMS Case JA-P-QDS, RSN 001 (FMS)			
900130	R425	PWS 6.1-6.3 Malaysia, FMS Case AZ-P-LAD, RSN 004 (FMS)			
900131	R425	PWS 6.2, Japan, FS Case JA-P-NAZ, RSN 005 (FMS)			
900132	R425	PWS 6.1-6.3, Morocco, FMS Case MO-P-LBE, RSN 005 (FMS)			
900133	R425	PWS 6.1-6.3, Jordan, FMS Case QC-P-LA, RSN 003 (FMS)			
900134	R425	PWS 6.1-6.3, Mexico, FMS Case MX-P-LAN, RSN 012 (FMS)			
900135	R425	PWS 6.1-6.2, Saudi Arabia, FMS Case SR-P-GBV, RSN 002 (FMS)			
900136	R425	PWS 6.1, Canada, FMS Case CN-P-FET, RSN 002 (FMS)			
900137	R425	PWS 6.1, United Kingdom, FMS Case UK-P-LUK, RSN 007 (FMS)			



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900138	R425	PWS 6.1, United Kingdom, FMS Case UK-P-FBQ, RSN 007 (FMS)			
900139	R425	PWS 6.1, Republic of Korea, FMS Case KS-P-BTY, RSN 009 (FMS)			
900140	R425	PWS 6.1, Australia, FMS Case AT-P-GPO, RSN 007 (FMS)			
900141	R425	PWS 6.1, Australia, FMS Case AT-P-FAA, RSN 003 (FMS)			
900142	R425	PWS 6.1, Australia, FMS Case AT-P-FAM, RSN 003 (FMS)			
900143	R425	PWS 6.1-6.2, Philippines (S.333), FMS Case 7L-P-LBH, RSN 013 (FMS)			
900144	R425	PWS 6.1, Taiwan, FMS Case TW-P-GPB, RSN 002 (FMS)			
900145	R425	PWS 6.1, Thailand, FMS Case AZ-P-LAK, RSN 004 (FMS)			
900146	R425	PWS 6.1, Japan, FMS Case JA-P-FYM, RSN 007 (FMS)			
900147	R425	PWS 6.1, Japan, FMS Case JA-P-QDO, RSN 002 (FMS)			
900148	R425	PWS 6.1, Japan, FMS Case JA-P-NBW, RSN 006 (FMS)			
900149	R425	PWS 6.1, Japan, FMS Case JA-P-NBX, RSN 006 (FMS)			
9101	R425	ODC/Travel for CLIN 7101 (OY1) (Fund Type - OTHER) Option	1.0	LO	
9201	R425	ODC/Travel for CLIN 7201 (OY2) (Fund Type - OTHER) Option	1.0	LO	
9301	R425	ODC/Travel for CLIN 7301 (OY3) (Fund Type - OTHER) Option	1.0	LO	

### B-1 ADDITIONAL SLINS

Additional Sub Line Item Numbers (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 Other Direct Costs (ODCs) will consist mainly of travel and incidental material costs. The Government reserves the right to increase the ODC 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 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 **SEE TABLE BELOW** 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.

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(c) Modifications.

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

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

(d) Payment of Fee.

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

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

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7001	██████████	121,920	██████████
OPTION I	7101	██████████	121,920	██████████
OPTION II	7201	██████████	121,920	██████████
OPTION III	7301	██████████	121,920	██████████

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.

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

**B-4 ALLOTMENT OF FUNDS**

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

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

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee]

ITEM(S) ALLOTTED TO FIXED FEE

7001 ██████████

(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:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date]

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by which funding expended]

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
7001	[REDACTED]	22 February 2019 - 21 February 2020
9001	[REDACTED]	22 February 2019 - 21 February 2020

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

(End of text)

**B-5 OPTION EXTENSION COSTS**

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this contract shall be performed in accordance with **Attachment 1**, Performance Work Statement (PWS) and **Exhibit A**, Contract Data Requirements List (CDRL).

### C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

The Task Order will be subject to the Quality Assurance Surveillance Plan (QASP) as provided as **Attachment 2** to this solicitation.

### C-3 SECURITY REQUIREMENTS

The work to be performed under this contract as delineated in the DD Form 254, **Attachment 3**, involves access to and handling of classified material up to and including **SECRET and TOP SECRET/SCI**.

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

### C-4 INFORMATION ASSURANCE (IA)

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

### C-5 WORKWEEK – ALTERNATE I (SPAWAR C-TXT-03)

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

<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

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Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

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

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

(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.

#### **C-6 KEY PERSONNEL (SPAWAR C-TXT-12)**

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

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

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Contracting Officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof in writing.

(d) List of Key Personnel

CONTRACT LABOR CATEGORY	EMPLOYEE NAME
Program Manager	[REDACTED]
Senior Engineer	[REDACTED]
Operations Manager/Specialist	[REDACTED]
Senior Case Analyst	[REDACTED]
Senior Financial Analyst	[REDACTED]

(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-7 KEY PERSONNEL QUALIFICATION REQUIREMENTS**

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel, including specified key personnel. The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The contractor is responsible for insuring the accuracy of the information contained in the resumes. The Government reserves the right to review all resumes of proposed personnel. Personnel proposed for performance under this contract should demonstrate the qualifications and experience as provided in **Attachment 4**.

#### **C-8 LABOR CATEGORY IDENTIFICATION**

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at time of award. For

each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories in the table below:

<b><u>Labor Category</u></b>	<b><u>Offeror Corresponding Labor Category/Categories</u></b>
Administrative Assistant	_____
Case Analyst (Sr.)	_____
Case Analyst (Mid.)	_____
Case Analyst (Jr.)	_____
Deputy Program Manager	_____
Financial Analyst (Sr.)	_____
Financial Analyst (Mid.)	_____
Logistician (Sr.)	_____
Logistician (Mid.)	_____
Logistician (Jr.)	_____
Operations Manager/Specialist	_____
Program Analyst (Sr.)	_____
Program Analyst (Mid.)	_____
Program Analyst (Jr.)	_____
Program Management Support (CONUS)	_____
Program Management Support (OCONUS)	_____
Program Manager	_____
Systems Engineer (Sr.)	_____
Systems Engineer (Mid.)	_____
Systems Engineer (Jr.)	_____

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## **SECTION D PACKAGING AND MARKING**

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

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

See Section G – Contracting Officer’s Representative (COR)



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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE—DESTINATION**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his/her duly authorized representative. Inspection shall be IAW FAR 52.246-5 of the basic contract.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	2/22/2019 - 2/21/2020
9001	2/22/2019 - 2/21/2020

### CLIN - DELIVERIES OR PERFORMANCE

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

7001	2/22/2019 - 2/21/2020
9001	2/22/2019 - 2/21/2020

Unless otherwise stated below, the periods of performance for all SLINs are the same as their associated CLINs (identified above):

SLIN	PoP
700102	2/22/2019 - 2/21/2020
700103	2/22/2019 - 12/31/2019
700104	2/22/2019 - 12/31/2019
700106	2/22/2019 - 12/31/2019
700108	2/22/2019 - 12/31/2019
700113	2/22/2019 - 6/30/2019
700120	2/22/2019 - 12/31/2019
700123	2/22/2019 - 9/30/2019
700132	2/22/2019 - 9/30/2019
700133	2/22/2019 - 12/31/2019
700134	2/22/2019 - 2/21/2020
700135	2/22/2019 - 12/31/2019
700137	2/22/2019 - 2/21/2020

SLIN	PoP
900102	2/22/2019 - 2/21/2020
900103	2/22/2019 - 12/31/2019
900104	2/22/2019 - 12/31/2019
900106	2/22/2019 - 12/31/2019
900108	2/22/2019 - 12/31/2019
900113	2/22/2019 - 6/30/2019
900118	2/22/2019 - 12/31/2019
900121	2/22/2019 - 9/30/2019
900128	2/22/2019 - 9/30/2019
900129	2/22/2019 - 12/31/2019

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900130	2/22/2019 - 2/21/2020
900131	2/22/2019- 12/31/2019
900133	2/22/2019 - 2/21/2020

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

7101	2/22/2020 - 2/21/2021
7201	2/22/2021 - 2/21/2022
7301	2/22/2022 - 2/21/2023
9101	2/22/2020 - 2/21/2021
9201	2/22/2021 - 2/21/2022
9301	2/22/2022 - 2/21/2023

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 WIDE AREA WORKFLOW 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.

#### **N00039/N00039**

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	DD 1155 – Block 12
Issue By DoDAAC	N00039
Admin DoDAAC	DD 1155 – Block 6
Inspect By DoDAAC	N00039

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Ship To Code	See Section D
Ship From Code	See Section D
Mark For Code	See Section D
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA391
Other DoDAAC(s)	N/A

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

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

<b>Send Additional Email Notification(s) to:</b>			
<b>NAME</b>	<b>EMAIL</b>	<b>PHONE</b>	<b>ROLE</b>
Frank Kielbasa	<a href="mailto:frank.j.kielbasa@navy.mil">frank.j.kielbasa@navy.mil</a>	(858) 537-8659	COR

(g) *WAWF point of contact.*

The Contractor may obtain clarification regarding invoicing in WAWF from the WAWF helpdesk at 866-618-5988.

## **G-2 DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE (SPAWAR G-TXT-01)**

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer’s Representative(s) (COR) for this Task Order:

### **CONTRACTING OFFICER REPRESENTATIVE**

Name: Frank Kielbasa

Code: PMW 740

Address: 4301 Pacific Hwy

San Diego, CA 92101

Phone Number: (858) 537-8659

E-mail: [frank.j.kielbasa@navy.mil](mailto:frank.j.kielbasa@navy.mil)

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor

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unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

### **G-3 TYPE OF CONTRACT (SPAWAR G-TXT-04)**

This is a Cost Plus Fixed Fee (CPFF) – Term (Level of Effort) Task Order.

### **G-4 PAYMENT INSTRUCTIONS – OTHER (PGI 204-7.108(d)(12) (SPAWAR G-TXT-07B)**

This task order is a cost-type contract funded by multiple funding types and/or customers, spanning several years. Funding for the CLINs contained in this contract are received from various funding sources and applied to specific tasking as defined in the funding modifications.

Based on the type of work contracted for on behalf of DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment methods specified in the table identified in PGI 204.7108(b)(2) would result in the funding resources of one customer being paid for work received by another customer. The contractor completes the effort in a fluid environment; therefore, in order to accurately track and account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d)(12) "Other" applies as expenditures must reflect the actual work performed, in alignment with the type of funding to avoid violations to the Anti-Deficiency Act.

Payment shall be made in accordance with the Contracting Officer/DCAA approved billing whereby the contractor shall include identification of the CLIN, SLIN, and ACRN on each invoice. This will allow for appropriate contractor invoicing based on the unique customer requirement funding and Contracting Officer's instructions. This approach also allows for proper matching of the charge to the activity that have received the service/product with the application of the payment to the corresponding entity.

### **G-5 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Gilberto Penserga  
Code: SPAWAR 2.0B  
Address: 4301 Pacific Highway, San Diego CA 92110  
Phone: (858) 537-0246  
E-Mail: gilberto.penserga@navy.mil

### **G-6 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM**

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

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

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contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
700101	1300724646-0004	[REDACTED]
LLA :		
AA 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004880258		
CIN: 130072464600002		
CIN: 130072464600003		
900101	1300724646-0004	[REDACTED]
LLA :		
AA 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004880258		
CIN: 130072464600002		
CIN: 130072464600003		
BASE Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD P00001		
700102	130077597100001	[REDACTED]
LLA :		
AB 97-11X8242 287F 000 747F2 0 065916 2D P7F044 COST CODE: 834080020LAA		
700103	130077597100002	[REDACTED]
LLA :		
AC 97-11X8242 28A5 000 74A52 0 065916 2D PBF04N COST CODE: 516080190LAC		
700104	130077597100003	[REDACTED]
LLA :		
AD 97-11X8242 2886 000 74862 0 065916 2D PCN044 COST CODE: 805380020FCK		
700105	130077597100004	[REDACTED]
LLA :		
AE 97-11X8242 2850 000 74502 0 065916 2D PTKB44 COST CODE: 834680230LLV		
700106	130077597100005	[REDACTED]
LLA :		
AF 97-11X8242 28Q5 000 74Q52 0 065916 2D PAJ04N COST CODE: 711080040LAB		
700107	130077597100006	[REDACTED]
LLA :		
AG 97-11X8242 2801 000 74012 0 065916 2D PGY044 COST CODE: 527680060GPU		
700108	130077597100007	[REDACTED]
LLA :		
AH 97-11X8242 2803 000 74032 0 065916 2D PIT044 COST CODE: 427383090BOX		
700109	130077597100008	[REDACTED]
LLA :		
AJ 97-11X8242 2803 000 74032 0 065916 2D PIT044 COST CODE: 801080030CAJ		
700110	130077597100009	[REDACTED]
LLA :		
AK 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 532480130SBQ		
700111	130077597100010	[REDACTED]
LLA :		
AL 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 818580090SBQ		
700112	1300775971	[REDACTED]
LLA :		

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AM 97-11X8242 2885 000 74852 0 065916 2D PNZ044 COST CODE: 828980010BJU

700113 130077597100012

LLA :

AN 97-11X8242 2861 000 74612 0 065916 2D PPIT4N COST CODE: 630780070LFA

700114 130077597100013

LLA :

AP 97-11X8242 2861 000 74612 0 065916 2D PPIT44 COST CODE: 630180170LFG

700115 130077597100014

LLA :

AQ 97-11X8242 2861 000 74612 0 065916 2D PPIT44 COST CODE: 630180210LFG

700116 130077597100015

LLA :

AR 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 727680070BTY

700117 130077597100016

LLA :

AS 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 831880020BWB

700118 130077597100017

LLA :

AT 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 500880100GQG

700119 130077597100018

LLA :

AU 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 824280200GBT

700120 130077597100019

LLA :

AV 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 710260210GNU

700121 130077597100020

LLA :

AW 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 900880040GOS

700122 130077597100021

LLA :

AX 97-11X8242 2858 000 74582 0 065916 2D PTW444 COST CODE: 710160160GOX

700123 1300787865-0001

LLA :

AY 97-11X8242 28N1 000 74N12 0 065916 2D PCMM4N COST CODE: 608280040GAG  
CIN: 130077597100022

700124 130077597100023

LLA :

AZ 97-11X8242 2827 000 74272 0 065916 2D PJO04N COST CODE: 715880270LBQ

700125 1300787865-0001

LLA :

BA 97-11X8242 2832 000 74322 0 065916 2D PMO04N COST CODE: 823580160LBF  
CIN: 130077597100024  
CIN: 130078786500005

700126 130077597100025

LLA :

BB 97-11X8242 2849 000 74492 0 065916 2D PCSA4N COST CODE: 907180110LBF

700127 130077597100026

LLA :

BC 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 813680040CTE

700128 130077597100027

LLA :

BD 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 806581090FZX

700129 130077597100028



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LLA :  
BE 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 815180010FZY

700130 130077597100029 [REDACTED]  
LLA :  
BF 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 802481060NBW

700131 130077597100030 [REDACTED]  
LLA :  
BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 802380180NBX

900102 130077597100001 [REDACTED]  
LLA :  
AB 97-11X8242 287F 000 747F2 0 065916 2D P7F044 COST CODE: 834080020LAA

900103 130077597100002 [REDACTED]  
LLA :  
AC 97-11X8242 28A5 000 74A52 0 065916 2D PBF04N COST CODE: 516080190LAC

900104 130077597100003 [REDACTED]  
LLA :  
AD 97-11X8242 2886 000 74862 0 065916 2D PCN044 COST CODE: 805380020FCK

900105 130077597100004 [REDACTED]  
LLA :  
AE 97-11X8242 2850 000 74502 0 065916 2D PTKB44 COST CODE: 834680230LLV

900106 130077597100005 [REDACTED]  
LLA :  
AF 97-11X8242 28Q5 000 74Q52 0 065916 2D PAJ04N COST CODE: 711080040LAB

900107 130077597100006 [REDACTED]  
LLA :  
AG 97-11X8242 2801 000 74012 0 065916 2D PGY044 COST CODE: 527680060GPU

900108 130077597100007 [REDACTED]  
LLA :  
AH 97-11X8242 2803 000 74032 0 065916 2D PIT044 COST CODE: 427383090BOX

900109 130077597100008 [REDACTED]  
LLA :  
AJ 97-11X8242 2803 000 74032 0 065916 2D PIT044 COST CODE: 801080030CAJ

900110 130077597100009 [REDACTED]  
LLA :  
AK 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 532480130SBQ

900111 1300787865-0001 [REDACTED]  
LLA :  
AL 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 818580090SBQ  
CIN: 130077597100010

900112 130077597100011 [REDACTED]  
LLA :  
AM 97-11X8242 2885 000 74852 0 065916 2D PNZ044 COST CODE: 828980010BJU

900113 130077597100012 [REDACTED]  
LLA :  
AN 97-11X8242 2861 000 74612 0 065916 2D PPIT4N COST CODE: 630780070LFA

900114 130077597100013 [REDACTED]  
LLA :  
AP 97-11X8242 2861 000 74612 0 065916 2D PPIT44 COST CODE: 630180170LFG

900115 130077597100014 [REDACTED]  
LLA :  
AQ 97-11X8242 2861 000 74612 0 065916 2D PPIT44 COST CODE: 630180210LFG

900116 130077597100016 [REDACTED]

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LLA :  
AS 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 831880020BWB

900117 130077597100018 [REDACTED]  
LLA :  
AU 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 824280200GBT

900118 130077597100019 [REDACTED]  
LLA :  
AV 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 710260210GNU

900119 1300787865-0001 [REDACTED]  
LLA :  
AW 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 900880040GOS  
CIN: 130077597100020

900120 130077597100021 [REDACTED]  
LLA :  
AX 97-11X8242 2858 000 74582 0 065916 2D PTW444 COST CODE: 710160160GOX

900121 1300787865-0001 [REDACTED]  
LLA :  
AY 97-11X8242 28N1 000 74N12 0 065916 2D PCMM4N COST CODE: 608280040GAG  
CIN: 130077597100022

900122 130077597100023 [REDACTED]  
LLA :  
AZ 97-11X8242 2827 000 74272 0 065916 2D PJO04N COST CODE: 715880270LBQ

900123 1300787865-0001 [REDACTED]  
LLA :  
BA 97-11X8242 2832 000 74322 0 065916 2D PMO04N COST CODE: 823580160LBF  
CIN: 130077597100024  
CIN: 130078786500005

900124 130077597100025 [REDACTED]  
LLA :  
BB 97-11X8242 2849 000 74492 0 065916 2D PCSA4N COST CODE: 907180110LBF

900125 130077597100026 [REDACTED]  
LLA :  
BC 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 813680040CTE

900126 130077597100027 [REDACTED]  
LLA :  
BD 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 806581090FZX

900127 130077597100028 [REDACTED]  
LLA :  
BE 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 815180010FZY

MOD P00001 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD P00002 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD P00003

700101 1300724646-0004 [REDACTED]  
LLA :  
AA 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004880258  
CIN: 130072464600002  
CIN: 130072464600003

700123 1300787865-0001 [REDACTED]  
LLA :  
AY 97-11X8242 28N1 000 74N12 0 065916 2D PCMM4N COST CODE: 608280040GAG  
CIN: 130077597100022

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700125 1300787865-0001 [REDACTED]  
 LLA :  
 BA 97-11X8242 2832 000 74322 0 065916 2D PMO04N COST CODE: 823580160LBF  
 CIN: 130077597100024  
 CIN: 130078786500005

700132 1300812372/1300812586 [REDACTED]  
 LLA :  
 BH 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 821380040LAF  
 CIN: 130078786500001  
 CIN: 130081237200003  
 CIN: 130081258600024

700133 1300787865-0001 [REDACTED]  
 LLA :  
 BJ 97-11X8242 2862 000 74622 0 065916 2D PJAX44 COST CODE: 820080040QDS  
 CIN: 130078786500002

700134 1300787865-0001 [REDACTED]  
 LLA :  
 BK 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 911580010LAD  
 CIN: 130078786500003

700135 1300787865-0001 [REDACTED]  
 LLA :  
 BL 97-11X8242 2862 000 74622 0 065916 2D PJAB44 COST CODE: 912780010NAZ  
 CIN: 130078786500004

700136 1300787865-0001 [REDACTED]  
 LLA :  
 BM 97-11X8242 2832 000 74322 0 065916 2D PMOC4N COST CODE: 805280160LBE  
 CIN: 130078786500006

700137 1300787865-0001 [REDACTED]  
 LLA :  
 BN 97-11X8242 28QC 000 74QC2 0 065916 2D PQC044 COST CODE: 907280130LAA  
 CIN: 130078786500007

700138 1300812372 [REDACTED]  
 LLA :  
 BP 97-11X8242 2846 000 74462 0 065916 2D PMXA44 COST CODE: 912280330LAN  
 CIN: 130078786500008  
 CIN: 130081237200004

900101 1300724646-0004 [REDACTED]  
 LLA :  
 AA 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004880258  
 CIN: 130072464600002  
 CIN: 130072464600003

900111 1300787865-0001 [REDACTED]  
 LLA :  
 AL 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 818580090SBQ  
 CIN: 130077597100010

900119 1300787865-0001 [REDACTED]  
 LLA :  
 AW 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 900880040GOS  
 CIN: 130077597100020

900121 1300787865-0001 [REDACTED]  
 LLA :  
 AY 97-11X8242 28N1 000 74N12 0 065916 2D PCMM4N COST CODE: 608280040GAG  
 CIN: 130077597100022

900123 1300787865-0001 [REDACTED]  
 LLA :  
 BA 97-11X8242 2832 000 74322 0 065916 2D PMO04N COST CODE: 823580160LBF

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CIN: 130077597100024  
CIN: 130078786500005

900128 1300812586 [REDACTED]  
LLA :  
BH 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 821380040LAF  
CIN: 130078786500001  
CIN: 130081237200003  
CIN: 130081258600024

900129 1300787865-0001 [REDACTED]  
LLA :  
BJ 97-11X8242 2862 000 74622 0 065916 2D PJAX44 COST CODE: 820080040QDS  
CIN: 130078786500002

900130 1300787865-0001 [REDACTED]  
LLA :  
BK 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 911580010LAD  
CIN: 130078786500003

900131 1300787865-0001 [REDACTED]  
LLA :  
BL 97-11X8242 2862 000 74622 0 065916 2D PJAB44 COST CODE: 912780010NAZ  
CIN: 130078786500004

900132 1300787865-0001 [REDACTED]  
LLA :  
BM 97-11X8242 2832 000 74322 0 065916 2D PMOC4N COST CODE: 805280160LBE  
CIN: 130078786500006

900133 1300787865-0001 [REDACTED]  
LLA :  
BN 97-11X8242 28QC 000 74QC2 0 065916 2D PQC044 COST CODE: 907280130LAA  
CIN: 130078786500007

900134 1300812372 [REDACTED]  
LLA :  
BP 97-11X8242 2846 000 74462 0 065916 2D PMXA44 COST CODE: 912280330LAN  
CIN: 130078786500008  
CIN: 130081237200004

MOD P00003 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD P00004

700101 1300724646-0005 [REDACTED]  
LLA :  
AA 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004880258  
CIN: 130072464600002  
CIN: 130072464600003  
CIN: 130072464600004

700139 1300803676 [REDACTED]  
LLA :  
BQ 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 916180050GBV  
CIN: 130080367600001

900135 1300803676 [REDACTED]  
LLA :  
BQ 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 916180050GBV  
CIN: 130080367600001

MOD P00004 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD P00005

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700101 1300724646-0006 [REDACTED]  
 LLA :  
 AA 97-11X8242 PNU4 251 00039 0 050120 2D 000000 COST CODE: A00004880258  
 CIN: 130072464600002  
 CIN: 130072464600003  
 CIN: 130072464600004  
 CIN: 130072464600006

700102 130077597100001 [REDACTED]  
 LLA :  
 AB 97-11X8242 287F 000 747F2 0 065916 2D P7F044 COST CODE: 834080020LAA  
 CIN: 130081258600002

700104 130077597100003 [REDACTED]  
 LLA :  
 AD 97-11X8242 2886 000 74862 0 065916 2D PCN044 COST CODE: 805380020FCK  
 CIN: 130081237200001

700105 130077597100004 [REDACTED]  
 LLA :  
 AE 97-11X8242 2850 000 74502 0 065916 2D PTKB44 COST CODE: 834680230LLV  
 CIN: 130081258600001

700106 130077597100005 [REDACTED]  
 LLA :  
 AF 97-11X8242 28Q5 000 74Q52 0 065916 2D PAJ04N COST CODE: 711080040LAB  
 CIN: 130081237200001

700108 130077597100007 [REDACTED]  
 LLA :  
 AH 97-11X8242 2803 000 74032 0 065916 2D PIT044 COST CODE: 427383090BOX  
 CIN: 130081237200001

700111 130077597100010 [REDACTED]  
 LLA :  
 AL 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 818580090SBQ  
 CIN: 130081237200001

700114 130077597100013 [REDACTED]  
 LLA :  
 AP 97-11X8242 2861 000 74612 0 065916 2D PPIT44 COST CODE: 630180170LFG  
 CIN: 130081258600018

700115 130077597100014 [REDACTED]  
 LLA :  
 AQ 97-11X8242 2861 000 74612 0 065916 2D PPIT44 COST CODE: 630180210LFG  
 CIN: 130081258600019

700116 130077597100015 [REDACTED]  
 LLA :  
 AR 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 727680070BTY  
 CIN: 130081258600013

700117 130077597100016 [REDACTED]  
 LLA :  
 AS 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 831880020BWB  
 CIN: 130081258600021

700118 130077597100017 [REDACTED]  
 LLA :  
 AT 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 500880100GQG  
 CIN: 130081237200001

700123 1300812372 [REDACTED]  
 LLA :  
 AY 97-11X8242 28N1 000 74N12 0 065916 2D PCMM4N COST CODE: 608280040GAG  
 CIN: 130077597100022  
 CIN: 130081237200001

700125 1300812372 [REDACTED]

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LLA :

BA 97-11X8242 2832 000 74322 0 065916 2D PMO4N COST CODE: 823580160LBF  
CIN: 130077597100024  
CIN: 130078786500005  
CIN: 130081237200001

700126 130077597100025

LLA :

BB 97-11X8242 2849 000 74492 0 065916 2D PCSA4N COST CODE: 907180110LBF  
CIN: 130081258600006

700127 130077597100026

LLA :

BC 97-11X8242 2862 000 74622 0 065916 2D PJAM44 COST CODE: 813680040CTE  
CIN: 130081258600028

700132 1300812372/1300812586

LLA :

BH 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 821380040LAF  
CIN: 130078786500001  
CIN: 130081237200003  
CIN: 130081258600024

700133 1300812372

LLA :

BJ 97-11X8242 2862 000 74622 0 065916 2D PJAX44 COST CODE: 820080040QDS  
CIN: 130078786500002  
CIN: 130081237200001

700134 1300812586

LLA :

BK 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 911580010LAD  
CIN: 130078786500003  
CIN: 130081258600023

700135 1300812372

LLA :

BL 97-11X8242 2862 000 74622 0 065916 2D PJAB44 COST CODE: 912780010NAZ  
CIN: 130078786500004  
CIN: 130081237200002

700139 1300812586

LLA :

BQ 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 916180050GBV  
CIN: 130080367600001  
CIN: 130081258600011

700140 1300812586

LLA :

BR 97-11X8242 2886 000 74862 0 065916 2D PCN044 COST CODE: 912880120FET  
CIN: 130081258600003

700141 1300812586

LLA :

BS 97-11X8242 2880 000 74802 0 065916 2D PUK544 COST CODE: 608280450LUK  
CIN: 130081258600004

700142 1300812586

LLA :

BT 97-11X8242 2880 000 74802 0 065916 2D PUK244 COST CODE: 606980150FBQ  
CIN: 130081258600005

700143 1300812586

LLA :

BU 97-11X8242 28S5 000 74S52 0 065916 2D PIQ04Z COST CODE: 717880080GAQ  
CIN: 130081258600007

700144 1300812586

LLA :

BV 97-11X8242 2878 000 74782 0 065916 2D PKUA44 COST CODE: 720880080LCO

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CIN: 130081258600008

700145 1300812586

LLA :

BW 97-11X8242 2884 000 74842 0 065916 2D PAT044 COST CODE: 630780100GPO

CIN: 130081258600014

700146 1300812586

LLA :

BX 97-11X8242 2884 000 74842 0 065916 2D PATV44 COST CODE: 800980040FAA

CIN: 130081258600015

700147 1300812586

LLA :

BY 97-11X8242 2884 000 74842 0 065916 2D PAT044 COST CODE: 922480010FAM

CIN: 130081258600016

700148 1300812586

LLA :

BZ 97-11X8242 287L 000 747L2 0 065916 2D P7LA45 COST CODE: 923380010LBH

CIN: 130081258600017

700149 1300812586

LLA :

CA 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZ044 COST CODE: 916180020LAK

CIN: 130081258600025

700150 1300812586

LLA :

CB 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 627080290FYM

CIN: 130081258600026

700151 1300812586

LLA :

CC 97-11X8242 2862 000 74622 0 065916 2D PJAR44 COST CODE: 810080030QDO

CIN: 130081258600027

900102 130077597100001

LLA :

AB 97-11X8242 287F 000 747F2 0 065916 2D P7F044 COST CODE: 834080020LAA

CIN: 130081258600002

900104 130077597100003

LLA :

AD 97-11X8242 2886 000 74862 0 065916 2D PCN044 COST CODE: 805380020FCK

900105 130077597100004

LLA :

AE 97-11X8242 2850 000 74502 0 065916 2D PTKB44 COST CODE: 834680230LLV

CIN: 130081258600001

900106 130077597100005

LLA :

AF 97-11X8242 28Q5 000 74Q52 0 065916 2D PAJ04N COST CODE: 711080040LAB

900108 130077597100007

LLA :

AH 97-11X8242 2803 000 74032 0 065916 2D PIT044 COST CODE: 427383090BOX

900111 1300812586

LLA :

AL 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 818580090SBQ

CIN: 130077597100010

CIN: 130081258600012

900114 130077597100013

LLA :

AP 97-11X8242 2861 000 74612 0 065916 2D PPIT44 COST CODE: 630180170LFG

CIN: 130081258600018

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900116 130077597100016 [REDACTED]  
 LLA :  
 AS 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 831880020BWB  
 CIN: 130081258600021

900119 1300812586 [REDACTED]  
 LLA :  
 AW 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 900880040GOS  
 CIN: 130077597100020  
 CIN: 130081258600022

900124 130077597100025 [REDACTED]  
 LLA :  
 BB 97-11X8242 2849 000 74492 0 065916 2D PCSA4N COST CODE: 907180110LBF  
 CIN: 130081258600006

900126 130077597100027 [REDACTED]  
 LLA :  
 BD 97-11X8242 2862 000 74622 0 065916 2D PJAH44 COST CODE: 806581090FZX  
 CIN: 130081258600029

900128 1300812586 [REDACTED]  
 LLA :  
 BH 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 821380040LAF  
 CIN: 130078786500001  
 CIN: 130081237200003  
 CIN: 130081258600024

900129 1300787865-0001 [REDACTED]  
 LLA :  
 BJ 97-11X8242 2862 000 74622 0 065916 2D PJAX44 COST CODE: 820080040QDS  
 CIN: 130078786500002

900130 1300812586 [REDACTED]  
 LLA :  
 BK 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZA44 COST CODE: 911580010LAD  
 CIN: 130078786500003  
 CIN: 130081258600023

900131 1300812372/1300812586 [REDACTED]  
 LLA :  
 BL 97-11X8242 2862 000 74622 0 065916 2D PJAB44 COST CODE: 912780010NAZ  
 CIN: 130078786500004  
 CIN: 130081237200002  
 CIN: 130081258600032

900132 1300812586 [REDACTED]  
 LLA :  
 BM 97-11X8242 2832 000 74322 0 065916 2D PMOC4N COST CODE: 805280160LBE  
 CIN: 130078786500006  
 CIN: 130081258600009

900133 1300812586 [REDACTED]  
 LLA :  
 BN 97-11X8242 28QC 000 74QC2 0 065916 2D PQC044 COST CODE: 907280130LAA  
 CIN: 130078786500007  
 CIN: 130081258600010

900136 1300812586 [REDACTED]  
 LLA :  
 BR 97-11X8242 2886 000 74862 0 065916 2D PCN044 COST CODE: 912880120FET  
 CIN: 130081258600003

900137 1300812586 [REDACTED]  
 LLA :  
 BS 97-11X8242 2880 000 74802 0 065916 2D PUK544 COST CODE: 608280450LUK  
 CIN: 130081258600004

900138 1300812586 [REDACTED]



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LLA :

BT 97-11X8242 2880 000 74802 0 065916 2D PUK244 COST CODE: 606980150FBQ  
CIN: 130081258600005

900139 1300812586

LLA :

AR 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 727680070BTY  
CIN: 130081258600013

900140 1300812586

LLA :

BW 97-11X8242 2884 000 74842 0 065916 2D PAT044 COST CODE: 630780100GPO  
CIN: 130081258600014

900141 1300812586

LLA :

BX 97-11X8242 2884 000 74842 0 065916 2D PATV44 COST CODE: 800980040FAA  
CIN: 130081258600015

900142 1300812586

LLA :

BY 97-11X8242 2884 000 74842 0 065916 2D PAT044 COST CODE: 922480010FAM  
CIN: 130081258600016

900143 1300812586

LLA :

BZ 97-11X8242 287L 000 747L2 0 065916 2D P7LA45 COST CODE: 923380010LBH  
CIN: 130081258600017

900144 1300812586

LLA :

CD 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 826280050GPB  
CIN: 130081258600020

900145 1300812586

LLA :

CA 97-11X8242 28AZ 000 74AZ2 0 065916 2D PAZ044 COST CODE: 916180020LAK  
CIN: 130081258600025

900146 1300812586

LLA :

CB 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 627080290FYM  
CIN: 130081258600026

900147 1300812586

LLA :

CC 97-11X8242 2862 000 74622 0 065916 2D PJAR44 COST CODE: 810080030QDO  
CIN: 130081258600027

900148 1300812586

LLA :

BF 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 802481060NBW  
CIN: 130081258600030

900149 1300812586

LLA :

BG 97-11X8242 2862 000 74622 0 065916 2D PJA44 COST CODE: 802380180NBX  
CIN: 130081258600031

MOD P00005 Funding  
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 CONTRACTOR PICTURE BADGE (SPAWAR H-TXT-01)

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

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

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

### H-2 ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING) (H-TXT-02)

(a) This contract provides for systems engineering and related technical support for **PMW740**. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.

(b) For the purpose of this text, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.

(c) During the term of this contract and for a period of **one-year** after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of **PMW740** performed under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this text. Any subcontractor that performs any work relative to this contract shall be subject to this text. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this text.

(d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this text. It agrees to be bound by its terms and conditions and understands that violation of this text may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest text.

### H-3 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION) (H-TXT-03)

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of **PMW740**. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of **PMW740**. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

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(b) During the term of this contract and for a period of **one-year** after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this text. Any subcontractor that performs any work relative to this contract shall be subject to this text. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this text.

(c) For the purposes of this text, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this text. It agrees to be bound by its terms and conditions and understands that violation of this text may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest text.

#### **H-4 CONTRACTOR IDENTIFICATION (SPAWAR H-TXT-25)**

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

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

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

#### **H-5 ORGANIZATIONAL CONFLICT OF INTEREST (H-TXT-06)**

(a) *Definition.*

“Support Services” includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a

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subcontractor or consultant on future SPAWAR contracts. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to **Morgan Business Consulting (MBC)**. This text shall remain in effect for **one year after completion of this contract**.

(e) The Contractor shall apply this text to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this text at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

#### **H-6 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (SPAWAR H-TXT-07)**

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-7 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (SPAWAR H-TXT-16)**

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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(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-8 REIMBURSEMENT OF TRAVEL COSTS (SPAWAR H-TXT-23)**

(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

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

(b) General

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

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

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

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

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

(c) Per Diem

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

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

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not

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to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or

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that employee's dependent for the primary purpose of providing personal transportation, that:

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

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

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

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

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

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

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

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

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

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

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

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

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

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

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee



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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-9 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (SPAWAR H-TXT-26)**

(i) Definition. As used in this clause, “sensitive information” includes:

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

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

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

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

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

(iii) 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 unauthorized use and disclosure.

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

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

(iv) 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

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Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

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

(vi) 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.

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

#### **H-10 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (SPAWAR H-TXT-27)**

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer's Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

- (1) date of issuance of Technical Direction;
- (2) applicable contract number;
- (3) technical direction identification number;
- (4) description of Technical Direction;
- (5) estimated cost;
- (6) estimated level of effort by labor category; and
- (7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not

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proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

#### **H-11 SEGREGATION OF COSTS**

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

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

#### **H-12 DATA RIGHTS**

The Data Rights clause(s) in the basic contract are invoked for this task order.

#### **H-13 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA**

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

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).

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- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

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

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

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

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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-14 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOAL HUBZONE SET-ASIDE, 52.219-18. NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of 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.

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## SECTION I CONTRACT CLAUSES

### I-1 OPTION TO EXTEND SERVICES (FAR 52.217-8) (Nov 1999)

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

### I-2 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (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-3 LIMITATIONS ON SUBCONTRACTING (52.219-14) (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

### I-4 SUBCONTRACTS- ALTERNATE I (FAR 52.244-2) (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with [Part 44](#) of the Federal Acquisition Regulation (FAR).

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

**Any subcontract over the Simplified Acquisition Threshold (SAT) that was not initially proposed regardless of whether the potential subcontractor(s) have an approved accounting system**

(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;

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

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

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

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

(2) 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

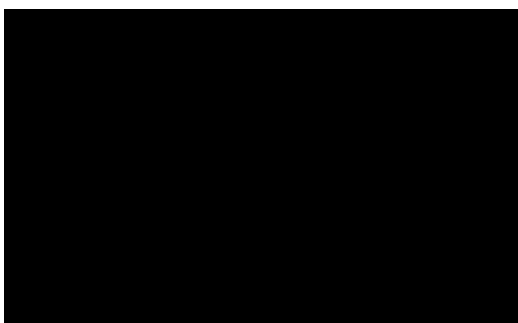
(3) To relieve the Contractor of any responsibility for performing this contract.

(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).

(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:



**I-5 CLAUSES INCORPORATED BY REFERENCE (52.252-2)(Feb 1998)**

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given



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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):

For the FAR: <http://acquisition.gov/far/>

For the DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

For the NMCARS: [https://acquisition.navy.mil/home/policy\\_and\\_guidance/nmcars](https://acquisition.navy.mil/home/policy_and_guidance/nmcars)

## **I-6 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DFARSS 252.204-7012) (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.

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

The SeaPort clauses in the contractor's basic contract are invoked for this Task Order in addition to the following clauses:

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE OF THE UNITED STATES (JUN 2015)

252.225-7980 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES AFRICA COMMAND AREA OF RESPONSIBILITY (CLASS DEVIATION 2016-O0008)(JUN 2016)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (CLASS DEVIATION 2017-O0004)(SEP 2017)

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

252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Work Statement (PWS)\_6JUL18

Attachment 2 - Quality Assurance Surveillance Plan (QASP)\_5JUN18

Attachment 3 - Contract Security Classification Specification (DD254)\_Rev1

Attachment 4 - Key Personnel Labor Category Descriptions\_6JUL18

Attachment 5 - Payment Instructions (Other) DFAS Approval\_5MAR19

Exhibit A - Contract Data Requirements List (CDRLs) (DD1423)

Exhibit A - Attachment 1 to MSR CDRL A001 - Staffing Plan

Exhibit A - Attachment 2 to MSR CDRL A001 - Staffing Plan