

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

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2. AMENDMENT/MODIFICATION NO.
28

3. EFFECTIVE DATE
22-Feb-2019

4. REQUISITION/PURCHASE REQ. NO.
1300767300

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE S0514A

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110
GILBERTO.PENSERGA@NAVY.MIL 858-537-0246

DCMA SAN DIEGO
9174 Sky Park Court, Suite 100
SAN DIEGO CA 92123-4353

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
FORWARD SLOPE
2020 Camino Del Rio N, Suite 400
San Diego CA 92108-1541

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7718-NS01

10B. DATED (SEE ITEM 13)

28-Aug-2014

CAGE CODE 1KU93

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

[X] D. OTHER (Specify type of modification and authority)
FAR 52.232-22-Limitation of Funds (APR 1984)

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)
Rebecca E. de Gruchy, Operations & Contracts Manager

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
Sharla S van Bramer, Contracting Officer

15B. CONTRACTOR/OFFEROR
/s/Rebecca E. de Gruchy
(Signature of person authorized to sign)

15C. DATE SIGNED
22-Feb-2019

16B. UNITED STATES OF AMERICA
BY /s/Sharla S van Bramer
(Signature of Contracting Officer)

16C. DATE SIGNED
22-Feb-2019

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

1. The purpose of this modification is to:

a. Provide incremental funding in the amount of \$50,000 on labor CLIN 7001. Accordingly, said Task Order is modified as follows:

The total amount of funds obligated to the task is hereby increased from \$6,642,338.00 by \$50,000.00 to \$6,692,338.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700124 / BB	O&MN,N	0.00	50,000.00	50,000.00

The total value of the order is hereby increased from \$7,071,177.06 by \$0.00 to \$7,071,177.06.

b. Update Section G-5, Activity Ombudsman.

c. Update Section G-6, Designation Of The Contracting Officer Representative (COR).

d. Update Section H-12, Authorized Changes Only By The Contracting Officer (JAN 1992) (5252.243-9600).

e. Incorporate clauses 52.204-21, 252.204-7008, 252.204-7009, 252.204-7012 by reference into Section I.

2. Sections B, H, G and I are modified accordingly.

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

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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	D308	LABOR HRS 81,712 (O&MN,N)	81712.0	LH			\$6,991,177.06
700101	D308	Incremental Funding - ACRN AA (O&MN,N)					
700102	D308	Incremental Funding - ACRN AB (O&MN,N)					
700103	D308	Incremental Funding - ACRN AC (Add \$19,000.00 per PR#1300450902-0001, MOD 01) (O&MN,N)					
700104	D308	Incremental Funding - ACRN AD (O&MN,N)					
700105	D308	Incremental Funding -ACRN AE 4.2 SPIDER/EIS (Fund Type - OTHER)					
700106	D308	Incremental Funding - ACRN AG SPIDER SCRs (O&MN,N)					
700107	D308	Incremental Funding - ACRN AH 4.2 SPIDER (O&MN,N)					
700108	D308	Incremental Funding - ACRN AK 4.2 SPIDER (Add \$77,000.00, per MOD 11, PR#1300521150-0001) (O&MN,N)					
700109	D308	Incremental Funding - ACRN AJ 4.2 SPIDER (Add \$13,000.00, per MOD 11, PR#1300521150-0001) (O&MN,N)					
700110	D308	Incremental Funding - ACRN AL 4.2 SPIDER (O&MN,N)					
700111	D308	Incremental Funding - ACRN AM 4.2 SPIDER SOA and Cloud Hosting (Deobligate \$195,000.00 Per Mod 15 PR 130054855-0001) (O&MN,N)					
700112	D308	Incremental Funding - ACRN AN 4.2 SPIDER (Increase by \$264,535.00 per Mod 17, PR 1300588058-0001) (Increase by \$2,000.00 per Mod 18, PR 1300588058-0002) (O&MN,N)					
700113	D308	Incremental Funding - ACRN AP 4.2 SPIDER (Increase by \$257,500.00 per Mod 17, PR					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		1300588058-0001) (O&MN,N)					
700114	D308	Incremental Funding - ACRN AQ 4.2 SPIDER C4I/EIS (Increase by \$4,000.00 per Mod 17, PR 1300588058-0001) (O&MN,N)					
700115	D308	Incremental Funding - ACRN AR 4.2 SPIDER (O&MN,N)					
700116	D308	Incremental Funding - ACRN AS 4.2 SPIDER (O&MN,N)					
700117	D308	Incremental Funding - ACRN AU 4.2 SPIDER (Add \$372,000.00 per PR#1300664551-0001, MOD 23) (Add \$3,000.00 per PR#1300664551-0002, MOD 24) (O&MN,N)					
700118	D308	Incremental Funding - ACRN AV 4.2 SPIDER (Add \$12,500.00 per PR#1300664551-0002, MOD 24) (O&MN,N)					
700119	D308	Incremental Funding - ACRN AW 4.2 SPIDER (Add \$32,000.00 per PR#1300664551-0001, MOD 23) (O&MN,N)					
700120	D308	Incremental Funding - ACRN AX 4.2 SPIDER (Add \$20,766.00 per PR#1300664551-0002, MOD 24) (O&MN,N)					
700121	D308	Incremental Funding - ACRN AY 4.2 SPIDER (O&MN,N)					
700122	D308	Incremental Funding - ACRN AZ 4.2 SPIDER Training Video. Work to be done is covered on All sections of the PWS. (Fund Type - OTHER)					
700123	D308	Incremental Funding - ACRN BA 4.2 SPIDER / 4.0 IT Tools (Add \$75,000.00 per PR#1300712234-0001, MOD 27) (O&MN,N)					
700124	D308	Incremental Funding - ACRN BB 4.2 SPIDER Training Video (Add \$50,000.00 per PR#1300767300, MOD 28) (O&MN,N)					
7101	D308	Reserved (O&MN,N)	0.0	LH	\$0.00	\$0.00	\$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7201	D308	Reserved (O&MN,N)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7301	D308	Reserved (O&MN,N)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					
7401	D308	Reserved (O&MN,N)	0.0	LH	\$0.00	\$0.00	\$0.00
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	D308	ODCs - OTHER DIRECT COSTS (TRAVEL, MATERIAL, ETC) NON-FEE BEARING. (O&MN,N)	1.0	LO	\$80,000.00
900101	D308	Incremental Funding - ACRN AA (O&MN,N)			
900102	D308	Incremental Funding ACRN AF 4.2 Spider (O&MN,N)			
900103	D308	Incremental Funding ACRN AJ 4.2 Spider (O&MN,N)			
900104	D308	Incremental Funding - ACRN AN 4.2 SPIDER (O&MN,N)			
900105	D308	Incremental Funding - ACRN AS 4.2 SPIDER (O&MN,N)			
900106	D308	Incremental Funding - ACRN AT 4.2 SPIDER (O&MN,N)			
9101	D308	RESERVED (O&MN,N)	1.0	LO	\$0.00
		Option			
9201	D308	RESERVED (O&MN,N)	1.0	LO	\$0.00
		Option			
9301	D308	RESERVED (O&MN,N)	1.0	LO	\$0.00
		Option			
9401	D308	RESERVED (O&MN,N)	1.0	LO	\$0.00
		Option			

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

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

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

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is **SEE TABLE BELOW** hours. The **SEE TABLE BELOW** direct labor hours include **(0)** uncompensated overtime labor hours.

(b) Computation of Fee.

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

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours. The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

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

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

YEAR	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7001	██████████	16,100	██████████
OPTION YR I	7101	██████████	16,404	██████████
OPTION YR II	7201	██████████	16,384	██████████
OPTION YR III	7301	██████████	16,440	██████████
OPTION YR IV	7401	██████████	16,384	██████████

From Mod 08:

CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
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7001 [REDACTED] 81,712 [REDACTED]

Notes:

1. The fee shall be paid to the prime contractor at the per hour rate specified above regardless of whether the contractor or subcontractor is performing the work.
- 2) For invoicing purposes the contractor shall invoice per their labor rates as originally proposed for each CLIN. (See Section F)
- 3) This estimate (81,712 hours) provides the number of hours the contractor will be required to perform during contract performance; however, actual contract performance may vary from this estimate. Accordingly, the Government cannot guarantee the contractor will perform the estimated hours shown for either the individual labor categories or the total estimated hours and so there will be no expectation of a minimum number of hours guaranteed on this Task Order.

B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING

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

ITEM(S) AMOUNT ALLOTTED (COST AND FEE) PERFORMANCE PERIOD

Total up to Modification 08

Labor		
7001	\$1,346,000.00	
ODC		
9001	\$ 16,000.00	

Note: Reference the Performance Period for all SLINS as issued on all modifications prior to Modification 08.

Following Modification 09

ITEM(S) AMOUNT ALLOTTED (COST AND FEE) PERFORMANCE PERIOD

Labor		
7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016

Total Labor	\$1,716,000.00	

ODC		
9001	\$ 16,000.00	

Total ODC	\$ 16,000.00	

Following Modification 10

ITEM(S) AMOUNT ALLOTTED (COST AND FEE) PERFORMANCE PERIOD

Labor		
7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 23,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 509,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016

Total Labor \$2,874,000.00

ODC		
9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016

Total ODC \$ 26,000.00

Following Modification 11

Labor		
7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 100,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 522,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016

Total Labor \$2,964,000.00

ODC		
9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016

Total ODC \$ 26,000.00

Following Modification 13

Labor		
7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 100,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 522,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016

7001/11/AM \$ 208,000.00 08/28/2015 - 08/27/2016

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Total Labor \$3,172,000.00

ODC

9001 \$ 16,000.00

9001/03/AJ \$ 10,000.00 08/28/2015 - 08/27/2016

Total ODC \$ 26,000.00

Total Following Modification 16

Labor

7001 \$1,346,000.00

7001/06/AG \$ 370,000.00 07/10/2015 - 07/09/2016

7001/07/AH \$ 126,000.00 08/28/2015 - 08/27/2016

7001/08/AK \$ 100,000.00 08/28/2015 - 08/27/2016

7001/09/AJ \$ 522,000.00 08/28/2015 - 08/27/2016

7001/10/AL \$ 500,000.00 08/28/2015 - 08/27/2016

7001/11/AM \$ 13,000.00 08/28/2015 - 08/27/2016

7001/12/AN \$ 314,000.00 08/28/2016 - 08/27/2017

7001/13/AP \$ 421,000.00 08/28/2016 - 08/27/2017

7001/14/AQ \$ 482,000.00 08/28/2016 - 08/27/2017

Total Labor \$ 4,194,000.00

ODC

9001 \$ 16,000.00

9001/03/AJ \$ 10,000.00 08/28/2015 - 08/27/2016

9001/04/AN \$ 10,000.00 08/28/2016 - 08/27/2017

Total ODC \$ 36,000.00

Total Following Modification 17

Labor

7001 \$1,346,000.00

7001/06/AG \$ 370,000.00 07/10/2015 - 07/09/2016

7001/07/AH \$ 126,000.00 08/28/2015 - 08/27/2016

7001/08/AK \$ 100,000.00 08/28/2015 - 08/27/2016

7001/09/AJ \$ 522,000.00 08/28/2015 - 08/27/2016

7001/10/AL \$ 500,000.00 08/28/2015 - 08/27/2016

7001/11/AM \$ 13,000.00 08/28/2015 - 08/27/2016

7001/12/AN \$ 578,535.00 08/28/2016 - 08/27/2017

7001/13/AP \$ 678,500.00 08/28/2016 - 08/27/2017

7001/14/AQ \$ 486,000.00 08/28/2016 - 08/27/2017

7001/15/AR \$ 228,037.00 08/28/2016 - 08/27/2017

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Total Labor \$ 4,948,072.00

ODC

9001 \$ 16,000.00

9001/03/AJ \$ 10,000.00 08/28/2015 - 08/27/2016

9001/04/AN \$ 10,000.00 08/28/2016 - 08/27/2017

Total ODC \$ 36,000.00

Total Following Modification 18

Labor

7001 \$1,346,000.00

7001/06/AG \$ 370,000.00 07/10/2015 - 07/09/2016

7001/07/AH \$ 126,000.00 08/28/2015 - 08/27/2016

7001/08/AK \$ 100,000.00 08/28/2015 - 08/27/2016

7001/09/AJ \$ 522,000.00 08/28/2015 - 08/27/2016

7001/10/AL \$ 500,000.00 08/28/2015 - 08/27/2016

7001/11/AM \$ 13,000.00 08/28/2015 - 08/27/2016

7001/12/AN \$ 580,535.00 08/28/2016 - 08/27/2017

7001/13/AP \$ 678,500.00 08/28/2016 - 08/27/2017

7001/14/AQ \$ 486,000.00 08/28/2016 - 08/27/2017

7001/15/AR \$ 228,037.00 08/28/2016 - 08/27/2017

7001/16/AS \$ 19,000.00 08/28/2016 - 08/27/2017

Total Labor \$ 4,969,072.00

ODC

9001 \$ 16,000.00

9001/03/AJ \$ 10,000.00 08/28/2015 - 08/27/2016

9001/04/AN \$ 10,000.00 08/28/2016 - 08/27/2017

9001/05/AS \$ 30,000.00 08/28/2016 - 08/27/2017

Total ODC \$ 66,000.00

Total Following Modification 20

Labor

7001 \$1,346,000.00

7001/06/AG \$ 370,000.00 07/10/2015 - 07/09/2016

7001/07/AH \$ 126,000.00 08/28/2015 - 08/27/2016

7001/08/AK \$ 100,000.00 08/28/2015 - 08/27/2016

7001/09/AJ \$ 522,000.00 08/28/2015 - 08/27/2016

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7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016
7001/11/AM	\$ 13,000.00	08/28/2015 - 08/27/2016
7001/12/AN	\$ 580,535.00	08/28/2016 - 08/27/2017
7001/13/AP	\$ 678,500.00	08/28/2016 - 08/27/2017
7001/14/AQ	\$ 486,000.00	08/28/2016 - 08/27/2017
7001/15/AR	\$ 228,037.00	08/28/2016 - 08/27/2017
7001/16/AS	\$ 19,000.00	08/28/2016 - 08/27/2017

Total Labor \$ 4,969,072.00

ODC		
9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016
9001/04/AN	\$ 10,000.00	08/28/2016 - 08/27/2017
9001/05/AS	\$ 30,000.00	08/28/2016 - 08/27/2017
9001/06/AT	\$ 14,000.00	08/28/2016 - 08/27/2017

Total ODC \$ 80,000.00

Total Following Modification 22

Labor		
7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 100,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 522,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016
7001/11/AM	\$ 13,000.00	08/28/2015 - 08/27/2016
7001/12/AN	\$ 580,535.00	08/28/2016 - 08/27/2017
7001/13/AP	\$ 678,500.00	08/28/2016 - 08/27/2017
7001/14/AQ	\$ 486,000.00	08/28/2016 - 08/27/2017
7001/15/AR	\$ 228,037.00	08/28/2016 - 08/27/2017
7001/16/AS	\$ 19,000.00	08/28/2016 - 08/27/2017
7001/17/AU	\$ 34,000.00	08/28/2017 -08/27/2018
7001/18/AV	\$ 398,000.00	08/28/2017 -08/27/2018
7001/19/AW	\$ 175,000.00	08/28/2017 -08/27/2018

Total Labor \$ 5,576,072.00

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ODC		
9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016
9001/04/AN	\$ 10,000.00	08/28/2016 - 08/27/2017
9001/05/AS	\$ 30,000.00	08/28/2016 - 08/27/2017
9001/06/AT	\$ 14,000.00	08/28/2016 - 08/27/2017

Total ODC \$ 80,000.00

Total Following Modification 23

Labor

7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 100,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 522,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016
7001/11/AM	\$ 13,000.00	08/28/2015 - 08/27/2016
7001/12/AN	\$ 580,535.00	08/28/2016 - 08/27/2017
7001/13/AP	\$ 678,500.00	08/28/2016 - 08/27/2017
7001/14/AQ	\$ 486,000.00	08/28/2016 - 08/27/2017
7001/15/AR	\$ 228,037.00	08/28/2016 - 08/27/2017
7001/16/AS	\$ 19,000.00	08/28/2016 - 08/27/2017
7001/17/AU	\$ 406,000.00	08/28/2017 -08/27/2018
7001/18/AV	\$ 398,000.00	08/28/2017 -08/27/2018
7001/19/AW	\$ 207,000.00	08/28/2017 -08/27/2018
7001/20/AX	\$ 96,000.00	08/28/2017 -08/27/2018

Total Labor \$ 6,076,072.00

ODC

9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016
9001/04/AN	\$ 10,000.00	08/28/2016 - 08/27/2017
9001/05/AS	\$ 30,000.00	08/28/2016 - 08/27/2017
9001/06/AT	\$ 14,000.00	08/28/2016 - 08/27/2017

Total ODC \$ 80,000.00

Total Following Modification 24

Labor

7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 100,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 522,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016
7001/11/AM	\$ 13,000.00	08/28/2015 - 08/27/2016
7001/12/AN	\$ 580,535.00	08/28/2016 - 08/27/2017
7001/13/AP	\$ 678,500.00	08/28/2016 - 08/27/2017
7001/14/AQ	\$ 486,000.00	08/28/2016 - 08/27/2017
7001/15/AR	\$ 228,037.00	08/28/2016 - 08/27/2017
7001/16/AS	\$ 19,000.00	08/28/2016 - 08/27/2017
7001/17/AU	\$ 409,000.00	08/28/2017 -08/27/2018
7001/18/AV	\$ 410,500.00	08/28/2017 -08/27/2018
7001/19/AW	\$ 207,000.00	08/28/2017 -08/27/2018
7001/20/AX	\$ 116,766.00	08/28/2017 -08/27/2018

Total Labor \$ 6,112,338.00

ODC

9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016
9001/04/AN	\$ 10,000.00	08/28/2016 - 08/27/2017
9001/05/AS	\$ 30,000.00	08/28/2016 - 08/27/2017
9001/06/AT	\$ 14,000.00	08/28/2016 - 08/27/2017

Total ODC \$ 80,000.00

Total Following Modification 25

Labor

7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 100,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 522,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016

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7001/11/AM	\$ 13,000.00	08/28/2015 - 08/27/2016
7001/12/AN	\$ 580,535.00	08/28/2016 - 08/27/2017
7001/13/AP	\$ 678,500.00	08/28/2016 - 08/27/2017
7001/14/AQ	\$ 486,000.00	08/28/2016 - 08/27/2017
7001/15/AR	\$ 228,037.00	08/28/2016 - 08/27/2017
7001/16/AS	\$ 19,000.00	08/28/2016 - 08/27/2017
7001/17/AU	\$ 409,000.00	08/28/2017 -08/27/2018
7001/18/AV	\$ 410,500.00	08/28/2017 -08/27/2018
7001/19/AW	\$ 207,000.00	08/28/2017 -08/27/2018
7001/20/AX	\$ 116,766.00	08/28/2017 -08/27/2018
7001/21/AY	\$ 350,000.00	08/28/2017 - 8/27/2018

Total Labor \$ 6,462,338.00

ODC

9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016
9001/04/AN	\$ 10,000.00	08/28/2016 - 08/27/2017
9001/05/AS	\$ 30,000.00	08/28/2016 - 08/27/2017
9001/06/AT	\$ 14,000.00	08/28/2016 - 08/27/2017

Total ODC \$ 80,000.00

Total Following Modification 26

Labor

7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 100,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 522,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016
7001/11/AM	\$ 13,000.00	08/28/2015 - 08/27/2016
7001/12/AN	\$ 580,535.00	08/28/2016 - 08/27/2017
7001/13/AP	\$ 678,500.00	08/28/2016 - 08/27/2017
7001/14/AQ	\$ 486,000.00	08/28/2016 - 08/27/2017
7001/15/AR	\$ 228,037.00	08/28/2016 - 08/27/2017
7001/16/AS	\$ 19,000.00	08/28/2016 - 08/27/2017
7001/17/AU	\$ 409,000.00	08/28/2017 -08/27/2018

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7001/18/AV	\$ 410,500.00	08/28/2017 -08/27/2018
7001/19/AW	\$ 207,000.00	08/28/2017 -08/27/2018
7001/20/AX	\$ 116,766.00	08/28/2017 -08/27/2018
7001/21/AY	\$ 350,000.00	08/28/2017 - 8/27/2018
7001/22/AZ	\$ 25,000.00	08/28/2017 - 8/27/2018

Total Labor \$ 6,487,338.00

ODC

9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016
9001/04/AN	\$ 10,000.00	08/28/2016 - 08/27/2017
9001/05/AS	\$ 30,000.00	08/28/2016 - 08/27/2017
9001/06/AT	\$ 14,000.00	08/28/2016 - 08/27/2017

Total ODC \$ 80,000.00

Total Following Modification 27

Labor

7001	\$1,346,000.00	
7001/06/AG	\$ 370,000.00	07/10/2015 - 07/09/2016
7001/07/AH	\$ 126,000.00	08/28/2015 - 08/27/2016
7001/08/AK	\$ 100,000.00	08/28/2015 - 08/27/2016
7001/09/AJ	\$ 522,000.00	08/28/2015 - 08/27/2016
7001/10/AL	\$ 500,000.00	08/28/2015 - 08/27/2016
7001/11/AM	\$ 13,000.00	08/28/2015 - 08/27/2016
7001/12/AN	\$ 580,535.00	08/28/2016 - 08/27/2017
7001/13/AP	\$ 678,500.00	08/28/2016 - 08/27/2017
7001/14/AQ	\$ 486,000.00	08/28/2016 - 08/27/2017
7001/15/AR	\$ 228,037.00	08/28/2016 - 08/27/2017
7001/16/AS	\$ 19,000.00	08/28/2016 - 08/27/2017
7001/17/AU	\$ 409,000.00	08/28/2017 -08/27/2018
7001/18/AV	\$ 410,500.00	08/28/2017 -08/27/2018
7001/19/AW	\$ 207,000.00	08/28/2017 -08/27/2018
7001/20/AX	\$ 116,766.00	08/28/2017 -08/27/2018
7001/21/AY	\$ 350,000.00	08/28/2017 - 8/27/2018
7001/22/AZ	\$ 25,000.00	08/28/2017 - 8/27/2018

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7001/23/BA \$ 75,000.00 08/28/2017 - 8/27/2018

Total Labor \$ 6,562,338.00

ODC

9001 \$ 16,000.00
9001/03/AJ \$ 10,000.00 08/28/2015 - 08/27/2016
9001/04/AN \$ 10,000.00 08/28/2016 - 08/27/2017
9001/05/AS \$ 30,000.00 08/28/2016 - 08/27/2017
9001/06/AT \$ 14,000.00 08/28/2016 - 08/27/2017

Total ODC \$ 80,000.00

Total Following Modification 28

Labor

7001 \$1,346,000.00
7001/06/AG \$ 370,000.00 07/10/2015 - 07/09/2016
7001/07/AH \$ 126,000.00 08/28/2015 - 08/27/2016
7001/08/AK \$ 100,000.00 08/28/2015 - 08/27/2016
7001/09/AJ \$ 522,000.00 08/28/2015 - 08/27/2016
7001/10/AL \$ 500,000.00 08/28/2015 - 08/27/2016
7001/11/AM \$ 13,000.00 08/28/2015 - 08/27/2016
7001/12/AN \$ 580,535.00 08/28/2016 - 08/27/2017
7001/13/AP \$ 678,500.00 08/28/2016 - 08/27/2017
7001/14/AQ \$ 486,000.00 08/28/2016 - 08/27/2017
7001/15/AR \$ 228,037.00 08/28/2016 - 08/27/2017
7001/16/AS \$ 19,000.00 08/28/2016 - 08/27/2017
7001/17/AU \$ 409,000.00 08/28/2017 -08/27/2018
7001/18/AV \$ 410,500.00 08/28/2017 -08/27/2018
7001/19/AW \$ 207,000.00 08/28/2017 -08/27/2018
7001/20/AX \$ 116,766.00 08/28/2017 -08/27/2018
7001/21/AY \$ 350,000.00 08/28/2017 - 8/27/2018
7001/22/AZ \$ 25,000.00 08/28/2017 - 8/27/2018
7001/23/BA \$ 75,000.00 08/28/2017 - 8/27/2018
7001/24/BB \$ 50,000.00 08/28/2018 - 8/27/2019

Total Labor \$ 6,612,338.00

ODC

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9001	\$ 16,000.00	
9001/03/AJ	\$ 10,000.00	08/28/2015 - 08/27/2016
9001/04/AN	\$ 10,000.00	08/28/2016 - 08/27/2017
9001/05/AS	\$ 30,000.00	08/28/2016 - 08/27/2017
9001/06/AT	\$ 14,000.00	08/28/2016 - 08/27/2017

Total ODC \$ 80,000.00

(c) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

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

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

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

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

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

(a) 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
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.

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

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

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

C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

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

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

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

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

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

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

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

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer’s Representative

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

7001	8/28/2014 - 8/27/2019
9001	8/28/2014 - 8/27/2019

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for this Task Order is 28 August 2014 to 27 August 2019. Each SLIN to indicate the period of performance not to exceed 12 months.

Notes:

1) For invoicing purposes the contractor shall utilize the labor rates at the associated performance periods per the original proposal for each labor CLIN as follows:

Labor

7001 8/28/2014 - 8/27/2015
7101 8/28/2015 - 8/27/2016
7201 8/28/2016 - 8/27/2017
7301 8/28/2017 - 8/27/2018
7401 8/28/2018 - 8/27/2019

Services to be performed hereunder will be provided at the specified locations in the PWS.

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a Cost Plus Fixed Fee - Level of Effort (TERM) task order.

G-2 INVOICING INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Contractor Invoicing Instruction:

(a) Consistent with Task Order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this Task Order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G.

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

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

(c) The contractor's invoice shall identify the appropriate Contract and Task Order number. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item Number (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Contracting Officer's Representative at the time of submission to WAWF.

G-3 PGI 204-7108 - DFAS Special Payment Instruction:

252.204-0012 OTHER (SEP 2009)

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

Note:

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

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G-4 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

Note: If a “Combo” document type is identified but not supportable by the Contractor's business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

N/A

(3) Document routing. The Contractor shall use the information in the Routing Data Table below

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only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	<u>HQ0339</u>
Issue By DoDAAC	<u>N00039</u>
Admin DoDAAC	S0514A
Inspect By DoDAAC	<u>N00039</u>
Ship To Code	<u>See Section D</u>
Ship From Code	<u>See Section D</u>
Mark For Code	<u>See Section D</u>
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	<u>N/A</u>
LPO DoDAAC	<u>N/A</u>
DCAA Auditor DoDAAC	<u>HAA05B</u>
Other DoDAAC(s)	<u>N/A</u>

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

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

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

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Send Additional Email Notification(s) to:			
NAME	EMAIL	PHONE	ROLE
Abiola Olowokere	abiola.olowokere@navy.mil	(619) 524-2356	COR

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

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

Not Applicable.

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

(End of clause)

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Gilberto Penserga

Code: SPAWAR Code 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (858) 537-0246

E-Mail: gilberto.penserga@navy.mil

G-6 DESIGNATION OF THE CONTRACTING OFFICER’S REPRESENTATIVE (COR) (5252.201-9201)

The SPAWAR Contracting Officer’s Representative for this Task Order is:

Name: Abiola Olowokere

Code: 42500

Address: 4301 Pacific Highway, San Diego, CA 92110

Phone: (619) 524-2356

Email: abiola.olowokere@navy.mil

G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (CPARS)

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

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<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) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
700101	130045090200001	272000.00
LLA :		
AA 1741804 5B2B 257 00039 0 050120 2D 000000 A40002469193		
700102	130045090200002	312000.00
LLA :		
AB 1741804 5B2B 257 00039 0 050120 2D 000000 A10002469193		
700103	130045090200003	532000.00
LLA :		
AC 1741804 5T6M 257 00039 0 050120 2D 000000 A20002469193		
700104	130045090200004	201000.00
LLA :		
AD 1741804 5T6M 257 00039 0 050120 2D 000000 A30002469193		
900101	130045090200001	10000.00
LLA :		
AA 1741804 5B2B 257 00039 0 050120 2D 000000 A40002469193		

BASE Funding 1327000.00
Cumulative Funding 1327000.00

MOD 01

700103	130045090200003	19000.00
LLA :		
AC 1741804 5T6M 257 00039 0 050120 2D 000000 A20002469193		
(Add \$19,000.00 per PR#1300450902-0001, MOD 01 CIN 130045090200006)		

MOD 01 Funding 19000.00
Cumulative Funding 1346000.00

MOD 02

700105	1300453740	10000.00
LLA :		
AE 1741106 1A2A 252 67854 067443 2D M95450 COST CODE: 4RCA7P6035CH		
4.2 SPIDER/EIS		
CIN 130045374000001		

MOD 02 Funding 10000.00
Cumulative Funding 1356000.00

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MOD 03 Funding 0.00
Cumulative Funding 1356000.00

MOD 04 Funding 0.00
Cumulative Funding 1356000.00

MOD 05

900102 1300450902-0002 6000.00
LLA :
AF 1751804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A50002469193
4.2 SPIDER
CIN 130045090200007

MOD 05 Funding 6000.00
Cumulative Funding 1362000.00

MOD 06 Funding 0.00
Cumulative Funding 1362000.00

MOD 07 Funding 0.00
Cumulative Funding 1362000.00

MOD 08 Funding 0.00
Cumulative Funding 1362000.00

MOD 09

700106 1300509760 370000.00
LLA :
AG 1751804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A00002950930
SPIDER SCRs
CIN 130050976000001

MOD 09 Funding 370000.00
Cumulative Funding 1732000.00

MOD 10

700107 1300521150 126000.00
LLA :
AH 1751804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A00003024919
4.2 SPIDER
CIN 130052115000001: \$126,000.00

700108 1300521150 23000.00
LLA :
AK 1751804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A20003024919
4.2 SPIDER
CIN 130052115000003: \$23,000.00

700109 1300521150 509000.00
LLA :
AJ 1751804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A10003024919
4.2 SPIDER
CIN 130052115000002: \$519,000.00

700110 1300521150 500000.00
LLA :
AL 1751804 5FIT 257 00039 0 050120 2D 000000 COST CODE: A30003024919
4.2 SPIDER
CIN 130052115000004: \$500,000.00

900103 1300521150 10000.00
LLA :
AJ 1751804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A10003024919
4.2 SPIDER
CIN 130052115000002: \$519,000.00

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MOD 10 Funding 1168000.00
Cumulative Funding 2900000.00

MOD 11

700108 1300521150 77000.00
LLA :
AK 1751804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A20003024919
4.2 SPIDER
CIN 130052115000003: \$23,000.00
(Add \$77,000.00, per MOD 11, PR#1300521150-0001, CIN 130052115000005: \$77,000.00)

700109 1300521150 13000.00
LLA :
AJ 1751804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A10003024919
4.2 SPIDER
CIN 130052115000002: \$519,000.00
(Add \$13,000.00, per MOD 11, PR#1300521150-0001, CIN 130052115000006: \$13,000.00)

MOD 11 Funding 90000.00
Cumulative Funding 2990000.00

MOD 12 Funding 0.00
Cumulative Funding 2990000.00

MOD 13

700111 1300554855 208000.00
LLA :
AM 1761804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A00003315507
4.2 SPIDER SOA and Cloud Hosting
CIN 130055485500001
(Deobligate \$195,000.00 Per Mod 15 PR 1300554855-0001)

MOD 13 Funding 208000.00
Cumulative Funding 3198000.00

MOD 14 Funding 0.00
Cumulative Funding 3198000.00

MOD 15

700111 1300554855 (195000.00)
LLA :
AM 1761804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A00003315507
4.2 SPIDER SOA and Cloud Hosting
CIN 130055485500001
(Deobligate \$195,000.00 Per Mod 15 PR 1300554855-0001)

MOD 15 Funding -195000.00
Cumulative Funding 3003000.00

MOD 16

700112 1300588058 314000.00
LLA :
AN 1761804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A00003556895
4.2 SPIDER
CIN 130058805800001
(Increase by \$264,535.00 per Mod 17, PR 1300588058-0001, CIN 130058805800005)
(Increase by \$2,000.00 per Mod 18, PR 1300588058-0002, CIN 130058805800011)

700113 1300588058 421000.00
LLA :
AP 1761804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A10003556895

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4.2 SPIDER

CIN 130058805800002

(Increase by \$257,500.00 per Mod 17, PR 1300588058-0001, CIN 130058805800006)

700114 1300588058 482000.00

LLA :

AQ 1761804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A20003556895

4.2 SPIDER C4I/EIS

CIN 130058805800003

(Increase by \$4,000.00 per Mod 17, PR 1300588058-0001, CIN 130058805800007)

900104 1300588058 10000.00

LLA :

AN 1761804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A00003556895

4.2 SPIDER

CIN 130058805800004

MOD 16 Funding 1227000.00

Cumulative Funding 4230000.00

MOD 17

700112 1300588058 264535.00

LLA :

AN 1761804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A00003556895

4.2 SPIDER

CIN 130058805800001

(Increase by \$264,535.00 per Mod 17, PR 1300588058-0001, CIN 130058805800005)

(Increase by \$2,000.00 per Mod 18, PR 1300588058-0002, CIN 130058805800011)

700113 1300588058 257500.00

LLA :

AP 1761804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A10003556895

4.2 SPIDER

CIN 130058805800002

(Increase by \$257,500.00 per Mod 17, PR 1300588058-0001, CIN 130058805800006)

700114 1300588058 4000.00

LLA :

AQ 1761804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A20003556895

4.2 SPIDER C4I/EIS

CIN 130058805800003

(Increase by \$4,000.00 per Mod 17, PR 1300588058-0001, CIN 130058805800007)

700115 1300588058-0001 228037.00

LLA :

AR 1761804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A30003556895

4.2 SPIDER

CIN 130058805800008

MOD 17 Funding 754072.00

Cumulative Funding 4984072.00

MOD 18

700112 1300588058 2000.00

LLA :

AN 1761804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A00003556895

4.2 SPIDER

CIN 130058805800001

(Increase by \$264,535.00 per Mod 17, PR 1300588058-0001, CIN 130058805800005)

(Increase by \$2,000.00 per Mod 18, PR 1300588058-0002, CIN 130058805800011)

700116 1300588058-0002 19000.00

LLA :

AS 1761804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A40003556895

4.2 SPIDER

CIN 130058805800009

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900105 1300588058-0002 30000.00
 LLA :
 AS 1761804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A40003556895
 4.2 SPIDER
 CIN 130058805800010

MOD 18 Funding 51000.00
 Cumulative Funding 5035072.00

MOD 19 Funding 0.00
 Cumulative Funding 5035072.00

MOD 20

900106 1300588058-0003 14000.00
 LLA :
 AT 1771804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A50003556895
 4.2 SPIDER
 CIN 130058805800012

MOD 20 Funding 14000.00
 Cumulative Funding 5049072.00

MOD 21 Funding 0.00
 Cumulative Funding 5049072.00

MOD 22

700117 1300664551 34000.00
 LLA :
 AU 1771804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A00004134492
 4.2 SPIDER
 CIN 130066455100001

700118 1300664551 398000.00
 LLA :
 AV 1771804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A10004134492
 4.2 SPIDER
 CIN 130066455100002

700119 1300664551 175000.00
 LLA :
 AW 1771804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A20004134492
 4.2 SPIDER
 CIN 130066455100003

MOD 22 Funding 607000.00
 Cumulative Funding 5656072.00

MOD 23

700117 1300664551 372000.00
 LLA :
 AU 1771804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A00004134492
 4.2 SPIDER
 CIN 130066455100001
 (Add \$372,000.00 per PR#1300664551-0001, MOD 23, CIN 130066455100004)

700119 1300664551 32000.00
 LLA :
 AW 1771804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A20004134492
 4.2 SPIDER
 CIN 130066455100003
 (Add \$32,000.00 per PR#1300664551-0001, MOD 23, CIN 130066455100005)

700120 1300664551-0001 96000.00

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LLA :
 AX 1771804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A30004134492
 4.2 SPIDER
 CIN: 130066455100006

MOD 23 Funding 500000.00
 Cumulative Funding 6156072.00

MOD 24

700117 1300664551 3000.00

LLA :
 AU 1771804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A00004134492
 4.2 SPIDER
 CIN 130066455100001
 (Add \$372,000.00 per PR#1300664551-0001, MOD 23, CIN 130066455100004)
 (Add \$3,000.00 per PR#1300664551-0002, MOD 24, CIN 130066455100007)

700118 1300664551 12500.00

LLA :
 AV 1771804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A10004134492
 4.2 SPIDER
 CIN 130066455100002
 (Add \$12,500.00 per PR#1300664551-0002, MOD 24, CIN 130066455100008)

700120 1300664551-0001 20766.00

LLA :
 AX 1771804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A30004134492
 4.2 SPIDER
 CIN: 130066455100006
 (Add \$20,766.00 per PR#1300664551-0002, MOD 24, CIN 130066455100009)

MOD 24 Funding 36266.00
 Cumulative Funding 6192338.00

MOD 25

700121 1300712234 350000.00

LLA :
 AY 1781804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A00004514844
 Incremental Funding - ACRN AY 4.2
 SPIDER (CIN 130071223400001)

MOD 25 Funding 350000.00
 Cumulative Funding 6542338.00

MOD 26

700122 1300725314-0001 25000.00

LLA :
 AZ 9780111 5ACQ 257 00039 0 050120 2D 000000 COST CODE: A00004593952
 4.2 SPIDER Training Video
 Work to be done is covered on All sections of the PWS.
 PR 1300725314-0001 total funding is \$25,000. Broken down into \$10,000 for CIN
 130072531400001 and \$15,000 for CIN 130072531400002.

MOD 26 Funding 25000.00
 Cumulative Funding 6567338.00

MOD 27

700123 1300712234-0001 75000.00

LLA :
 BA 1781804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A10004514844
 4.2 SPIDER / 4.0 IT Tools
 CIN 130071223400002

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PR 1300712234-0001 funding is \$75,000.

MOD 27 Funding 75000.00
Cumulative Funding 6642338.00

MOD 28

700124 130076730000001 50000.00
LLA :
BB 1791804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A00004903538 A00004903538
4.2 SPIDER Training Video
CIN 130076730000001

MOD 28 Funding 50000.00
Cumulative Funding 6692338.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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

(end of clause)

H-2 DATA RIGHTS

The Data Rights clause in the basic contract is invoked for this task order. Prior to award of any task order, the Contractor shall submit the three lists identified in the DATA RIGHTS clause in the basic contract.

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

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

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

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

(End of clause)

H-4 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS

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INFORMATION (APRIL 2010) (5252.227-9207)

(a) Definition.

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

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

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

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

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

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

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

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

(3) Contractors and their subcontractors having access to Information have agreed under their 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

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for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

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

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

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

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

(end of clause)

H-5 TECHNICAL INSTRUCTIONS

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

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

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

(end of clause)

H-6 ORGANIZATION CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the Contractor's basic Seaport IDIQ Contract is incorporated in this Task Order by reference.

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H-7 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999) (5252.209-9203)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of SPAWAR Integrated Data Environment Repository (SPIDER). The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, 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.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) 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 clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as 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 such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR52.249-6. 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 clause.

(End of clause)

H-8 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004) (5252.209-9205)

(a) *Definitions.*

“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.

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“Prime Mission Products” are the primary product(s) for which the program office or competency has acquisition responsibility and for which they may obtain support services to assist in acquiring, including but is not limited to the design, development, production or sustainment of hardware, software or firmware related to acquisition programs of record or other projects.

(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. Specifically, the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier for task orders awarded under the SPAWAR Sea Enterprise II Global C4ISR Installation Multiple Award Contract as well the follow-on SPAWAR C4ISR Installation contract(s). 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) The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation, if requested by the Contracting Officer, 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 [*Contracting Officer insert the company name upon award of the contract*]. This clause shall remain in effect during the life of the task order and for three years after completion of the task order.

(e) The Contractor shall apply this clause 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 clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan.

(end of clause)

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H-9 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

- (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

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

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

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

(d) Transportation

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

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

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

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

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

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(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(end of clause)

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

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

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

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

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

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

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

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

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- (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 an “Information Access Agreement – Contractor” non-disclosure agreement (see Attachment 8), and obtain and submit to the Contracting Officer a signed “Information Access Agreement – Employee” non-disclosure agreement for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.
- (d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.
- (e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.
- (f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.
- (g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Information Access 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

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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.

(end of clause)

H-12 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) (5252.243-9600)

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

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

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

NAME: Any warranted Contracting Officer

CODE: 20000

ADDRESS: Space and Naval Warfare Systems Command
4301 Pacific Highway, San Diego, CA 92110-3127

(end of clause)

H-13 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs (from contractors) will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

H-14 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206)(DEC 1999)

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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.

(End of clause)

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SECTION I CONTRACT CLAUSES

I-1 Reserved

I-2 LIMITATIONS OF SUBCONTRACTING (NOV 2011) (52.219-14)

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

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

(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 --

I-3 SUBCONTRACTS (52.244-2)(OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

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- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.
 - (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
 - (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
 - (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
 - (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

QinetiQ North America, Inc.

(End of Clause)

I-4 Government Property (52.245-1) (Apr 2012)

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

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

“Contractor's managerial personnel” means the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (*e.g.*, count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government Property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government's expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

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“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property.” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

- (b) *Property management.*
- (c) *Use of Government property.*
- (d) *Government-furnished property.*
- (e) *Title to Government property.*
- (f) *Contractor plans and systems.*
- (g) *Systems analysis.*
- (h) *Contractor Liability for Government Property.*
- (i) *Equitable adjustment.* Equitable adjustments under this clause shall be made in accordance

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with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(j) *Contractor inventory disposal.* Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(k) *Abandonment of Government property.*

(l) *Communication.* All communications under this clause shall be in writing.

(m) *Contracts outside the United States.* If this contract is to be performed outside of the United States and its outlying areas, the words “Government” and “Government-furnished” (wherever they appear in this clause) shall be construed as “United States Government” and “United States Government-furnished,” respectively.

(End of clause)

I-5 USE AND CHARGES (52.245-9)(AUG 2010)

(a) *Definitions.* Definitions applicable to this contract are provided in the clause at 52.245-1, Government Property. Additional definitions as used in this clause include:

“Rental period” means the calendar period during which Government property is made available for nongovernmental purposes.

“Rental time” means the number of hours, to the nearest whole hour, rented property is actually used for nongovernmental purposes. It includes time to set up the property for such purposes, perform required maintenance, and restore the property to its condition prior to rental (less normal wear and tear).

(b) *Use of Government property.* The Contractor may use the Government property without charge in the performance of—

- (1) Contracts with the Government that specifically authorize such use without charge;
- (2) Subcontracts of any tier under Government prime contracts if the Contracting Officer having cognizance of the prime contract—
 - (i) Approves a subcontract specifically authorizing such use; or
 - (ii) Otherwise authorizes such use in writing; and
- (3) Other work, if the Contracting Officer specifically authorizes in writing use without charge for such work.

(c) *Rental.* If granted written permission by the Contracting Officer, or if it is specifically provided for in the Schedule, the Contractor may use the Government property (except material) for a rental fee for work other than that provided in paragraph (b) of this clause. Authorizing such use of the Government property does not waive any rights of the Government to terminate the Contractor’s right to use the Government property. The rental fee shall be determined in

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accordance with the following paragraphs.

(d) *General.*

(1) Rental requests shall be submitted to the Administrative Contracting Officer (ACO), identify the property for which rental is requested, propose a rental period, and compute an estimated rental charge by using the Contractor's best estimate of rental time in the formulae described in paragraph (e) of this clause.

(2) The Contractor shall not use Government property for nongovernmental purposes, including Independent Research and Development, until a rental charge for real property, or estimated rental charge for other property, is agreed upon. Rented property shall be used only on a non-interference basis.

(e) *Rental charge.* —

(1) *Real property and associated fixtures.*

(i) The Contractor shall obtain, at its expense, a property appraisal from an independent licensed, accredited, or certified appraiser that computes a monthly, daily or hourly rental rate for comparable commercial property. The appraisal may be used to compute rentals under this clause throughout its effective period or, if an effective period is not stated in the appraisal, for one year following the date the appraisal was performed. The Contractor shall submit the appraisal to the ACO at least 30 days prior to the date the property is needed for nongovernmental use. Except as provided in paragraph (e)(1)(iii) of this clause, the ACO shall use the appraisal rental rate to determine a reasonable rental charge.

(ii) Rental charges shall be determined by multiplying the rental time by the appraisal rental rate expressed as a rate per hour. Monthly or daily appraisal rental rates shall be divided by 720 or 24, respectively, to determine an hourly rental rate.

(iii) When the ACO believes the appraisal rental rate is unreasonable, the ACO shall promptly notify the Contractor. The parties may agree on an alternative means for computing a reasonable rental charge.

(iv) The Contractor shall obtain, at its expense, additional property appraisals in the same manner as provided in paragraph (e)(1)(i) if the effective period has expired and the Contractor desires the continued use of property for nongovernmental use. The Contractor may obtain additional appraisals within the effective period of the current appraisal if the market prices decrease substantially.

(2) *Other Government property.* The Contractor may elect to compute the rental charge using the appraisal method described in paragraph (e)(1) of this clause subject to the constraints therein or the following formula in which rental time shall be expressed in increments of not less than one hour with portions of hours rounded to the next higher hour: The rental charge is calculated by multiplying 2 percent of the acquisition cost by the hours of rental time, and dividing by 720.

(3) *Alternative methodology.* The Contractor may request consideration of an alternative basis for computing the rental charge if it considers the monthly rental rate or a time-based rental unreasonable or impractical.

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(f) *Rental payments.*

(1) Rent is due 60 days following completion of the rental period or as otherwise specified in the contract. The Contractor shall compute the rental due, and furnish records or other supporting data in sufficient detail to permit the ACO to verify the rental time and computation. Payment shall be made by check payable to the Treasurer of the United States and sent to the contract administration office identified in the contract, unless otherwise specified by the Contracting Officer.

(2) Interest will be charged if payment is not made by the date specified in paragraph (f)(1) of this clause. Interest will accrue at the “Renegotiation Board Interest Rate” (published in the *Federal Register* semiannually on or about January 1st and July 1st) for the period in which the rent is due.

(3) The Government’s acceptance of any rental payment under this clause, in whole or in part, shall not be construed as a waiver or relinquishment of any rights it may have against the Contractor stemming from the Contractor’s unauthorized use of Government property or any other failure to perform this contract according to its terms

(g) *Use revocation.* At any time during the rental period the Government may revoke nongovernmental use authorization and require the Contractor, at the Contractor’s expense, to return the property to the Government, restore the property to its pre-rental condition (less normal wear and tear), or both.

(h) *Unauthorized use.* The unauthorized use of Government property can subject a person to fines, imprisonment, or both under 18 U.S.C. 641.

(End of Clause)

I-6 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

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

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

<http://www.arnet.gov/far/>

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

52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (FEB 2012)

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

252.211-7003 Item Identification and Valuation (JUN 2011)

252.211-7007 Reporting of Government-Furnished Property (AUG 2012)

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252.227-7013 Rights in Technical Data-Noncommercial Items (June 2013)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (May 2013)

252.242-7005 Contractor Business Systems (FEB 2012)

252.242-7006 Accounting System Administration (FEB 2012)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (JUN 2016)

252.204-7008 Compliance with Safeguarding covered Defense Information Controls (OCT 2016)

252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (OCT 2016)

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)

I-7 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (DEC 2010)

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

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

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

(b) The Contractor—

(1) Agrees not to—

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

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

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

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

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

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

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

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

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

Regulation Supplement 222.7404.

I-8 DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)

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

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

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

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

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

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

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

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

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

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“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 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,

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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, 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.

(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

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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.

(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—

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(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—

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

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

EXHIBIT A - DD 1423

CDRL A001 - ATTACHMENT 1 - STAFFING PLAN

ATTACHMENT 1 - SPIDER PWS

ATTACHMENT 2 - SPIDER QASP

ATTACHMENT 3 - DD 254

ATTACHMENT 4 - INFORMATION ACCESS NDA

ATTACHMENT 5 - GOVERNMENT FURNISHED PROPERTY

ATTACHMENT 6 - NEDC SERVICE LEVEL AGREEMENT

ATTACHMENT 7 - SOFTWARE REQUIREMENT SPECIFICATION TEMPLATE

ATTACHMENT 8 - SPIDER DESIGN DOCUMENT

ATTACHMENT 9 - SPIDER STANDARDS

ATTACHMENT 10 - SPIDER WEB SECURITY INTERFACE