

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00013

3. EFFECTIVE DATE
07-Feb-2019

4. REQUISITION/PURCHASE REQ. NO.
none

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

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE S0514A

SPAWAR HQ

DCMA SAN DIEGO

SCD: C

4301 Pacific Highway

9174 Sky Park Court, Suite 100

San Diego CA 92110

SAN DIEGO CA 92123-4353

lynette.brewer@navy.mil 619-524-7163

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)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7718 / N0003917F3013

10B. DATED (SEE ITEM 13)

29-Sep-2017

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)

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:

D. OTHER (Specify type of modification and authority)
By Mutual Agreement of the Parties

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

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

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

Rebecca E. de Gruchy, Operations & Contracts Manager

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

Kamilah A Terrell, Contracting Officer

15B. CONTRACTOR/OFFEROR

/s/Rebecca E. de Gruchy
(Signature of person authorized to sign)

15C. DATE SIGNED

07-Feb-2019

16B. UNITED STATES OF AMERICA

BY /s/Kamilah A Terrell
(Signature of Contracting Officer)

16C. DATE SIGNED

07-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

The purpose of this modification is to:

(1) Update G2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS text with updated language that references PGI 204-7.108(d)(12).

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

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

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R408	Base Year Labor (Fund Type - TBD)	68640.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
700001	R408	PEO C4I FO LABOR PWS PARA. 5.1.1, 5.1.2 (O&MN,N)					
700002	R408	PMW 760 LABOR PWS PARA. 5.1.1,5.1.2 (O&MN,N)					
700003	R408	PMW 790 LABOR PWS PARA. 5.1.1, 5.1.2 (O&MN,N)					
700004	R408	PMW 750 LABOR PWS PARA. 5.1.1,5.1.2 (O&MN,N)					
700005	R408	PMW 760 LABOR PWS PARA. 5.1.1,5.1.2 (O&MN,N)					
700006	R408	PMW 790 LABOR PWS PARA. 5.1.1,5.1.2 (O&MN,N)					
700007	R408	PEO C4I FO LABOR PWS PARA. 5.1.1, 5.1.2 (O&MN,N)					
700008	R408	PMW 770 LABOR PWS PARA. 5.2.1, 5.1.1, 5.2.2, 5.2.3 (OPN)					
700009	R408	PMW 750 LABOR PWS PARA 5.1.1, 5.1.2 (O&MN,N)					
700010	R408	PMW 750 LABOR PWS 5.1.1, 5.1.2 (O&MN,N)					
700011	R408	PMW 770 LABOR PWS PARA 5.2.1, 5.2.2, 5.2.3 (OPN)					
700012	R408	PMW 760 LABOR PWS PARA 5.1.2.11,5.1.2.12 (O&MN,N)					
700013	R408	PEO C4I FO LABOR PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
700014	R408	PMW 760 LABOR Configuration management support for Surface ship platforms PWS Para 5.1.2.11, 5.12.12 (O&MN,N)					
700015	R408	PMW 760 CM SUPPORT. LABOR. ACRN: AP (O&MN,N)					
700016	R408	PMW 760 ADVANCE PLANNING. LABOR. ACRN: AQ (O&MN,N)					
700017	R408	PMW 770 ADVANCE PLANNING. LABOR. ACRN: AR (OPN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700018	R408	PMW 760 FY17 OPN PWS PARA 5.2.1. ACRN: AS (OPN)					
700019	R408	PMW 790 FY18 OMN PWS Para. 5.1.1, 5.1.2. ACRN: AT (O&MN,N)					
700020	R408	PMW 770 LABOR FY18 OPN PWS Para 5.2.1 (OPN)					
700021	R408	PMW 770 LABOR FY18 OPN PWS Para 5.2.1 (OPN)					
7100	R408	Option Year 1 Labor (Fund Type - TBD)	68640.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
710001	R408	OY1 PMW 750 Advance Planning FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710002	R408	OY1 PMW 750 CM FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710003	R408	OY1 PMW 760 Advance Planning FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710004	R408	OY1 PMW 760 CM FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710005	R408	OY1 PMW 790 Advance Planning FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710006	R408	OY1 PEO C4I FO Advance Planning FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710007	R408	OY1 PMW 770 Advance Planning FY18 OPN PWS Para.5.2.1, 5.2.2, 5.2.3 (OPN)					
710008	R408	OY1 PMW 750 Advance Planning FY19 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710009	R408	OY1 PMW 750 CM FY19 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710010	R408	OY1 PEO C4I FO Advance Planning FY19 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)					
710011	R408	OY1 PMW 770 Advance Planning FY19 OPN PWS Para.5.2.1, 5.2.2, 5.2.3 (OPN)					
710012	R408	OY1 PMW 770 Advance Planning FY19 OPN PWS Para.5.2.1, 5.2.2, 5.2.3 (OPN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710013	R408	OY1 PMW 770 Advance Planning FY19 OPN PWS Para.5.2.1, 5.2.2, 5.2.3 (OPN)					
710014	R408	OY1 PMW 770 Advance Planning FY19 OPN PWS Para.5.2.1, 5.2.2, 5.2.3 (OPN)					
710015	R408	OY1 PMW 760 Advance Planning FY19 OMN PWS Para. 5.1.1, 5.1.2 Funding PoP: 6 months from award (O&MN,N)					
710016	R408	OY1 PEO C4I FO Advance Planning FY19 OMN PWS Para. 5.1.1, 5.1.2 Funding PoP: 6 months from award (O&MN,N)					
710017	R408	OY1 PMW 790 Advance Planning PWS Para. 5.1.1, 5.1.2 Funding PoP: 6 months from award (O&MN,N)					
710018	R408	OY1 PMW 790 Advance Planning PWS Para. 5.1.1, 5.1.2 Funding PoP: 6 months from award (O&MN,N)					
7200	R408	Option Year 2 Labor (Fund Type - TBD) Option	68640.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7300	R408	Option Year 3 Labor (Fund Type - TBD) Option	68640.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
7400	R408	Option Year 4 Labor (Fund Type - TBD) Option	68640.0	LH	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Base Year ODC/Travel NTE \$80,000 (Fund Type - TBD)	1.0	LO	\$ [REDACTED]
900001	R408	PMW 750 TRAVEL (O&MN,N)			
900002	R408	PMW 760 TRAVEL (O&MN,N)			
900003	R408	PMW 770 TRAVEL (O&MN,N)			
900004	R408	PMW 770 TRAVEL PWS PARA 5.2.1, 5.2.2, 5.2.3 (OPN)			
900005	R408	PEO C4I FO TRAVEL PWS Para 5.1.1, 5.1.2 (O&MN,N)			
900006	R408	PMW 760 ADVANCE PLANNING. ODC. ACRN: AQ (O&MN,N)			
900007	R408	PMW 750 ADVANCE PLANNING. ODC. ACRN: AJ (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900008	R408	PMW 770 ODCs FY18 OPN PWS Para 5.2.1, 5.2.2, 5.2.3 (OPN)			
9100	R408	Option Year 1 ODC/Travel NTE \$80,000 (Fund Type - TBD)	1.0	LO	\$ [REDACTED]
910001	R408	OY1 PMW 760 Advance Planning ODCs FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)			
910002	R408	OY1 PMW 790 Advance Planning ODCs FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)			
910003	R408	OY1 PEO C4I FO Advance Planning ODCs FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)			
910004	R408	OY1 PMW 770 Advance Planning ODCs FY18 OPN PWS Para.5.2.1, 5.2.2, 5.2.3 (OPN)			
910005	R408	OY1 PMW 750 Advance Planning ODCs FY18 OMN PWS Para. 5.1.1, 5.1.2 (O&MN,N)			
910006	R408	OY1 PMW 770 Advance Planning ODCs FY19 OPN PWS Para.5.2.1, 5.2.2, 5.2.3 (OPN)			
910007	R408	OY1 PMW 760 Advance Planning ODCs FY19 OMN PWS Para. 5.1.1, 5.1.2 Funding PoP: 6 months from award (O&MN,N)			
910008	R408	OY1 PMW 770 Advance Planning ODCs FY19 OPN PWS Para.5.2.1, 5.2.2, 5.2.3 Funding PoP: 6 months from award (OPN)			
910009	R408	OY1 PEO C4I FO Advance Planning ODCs FY19 OMN PWS Para. 5.1.1, 5.1.2 Funding PoP: 6 months from award (O&MN,N)			
9200	R408	Option Year 2 ODC/Travel NTE \$80,000 (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]
9300	R408	Option Year 3 ODC/Travel NTE \$80,000 (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]
9400	R408	Option Year 4 ODC/Travel NTE \$80,000 (Fund Type - TBD) Option	1.0	LO	\$ [REDACTED]

B-1 ADDITIONAL SLINS

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

(End of Clause)

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

(a) Total Estimated Hours.

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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 343,200 hours. The 343,200 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 TBD per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

	CLIN	Fixed Fee	Contractor Site Hrs	Govt Site Hrs	Total Hrs	Fee Per Hour
Base	7000	\$ [REDACTED]	2080	66,560	68,640	\$ [REDACTED]
Option I	7100	\$ [REDACTED]	2080	66,560	68,640	\$ [REDACTED]
Option II	7200	\$ [REDACTED]	2080	66,560	68,640	\$ [REDACTED]
Option III	7300	\$ [REDACTED]	2080	66,560	68,640	\$ [REDACTED]
Option IV	7400	\$ [REDACTED]	2080	66,560	68,640	\$ [REDACTED]
Total		\$ [REDACTED]	10,400	332,800	343,200	

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

(End of Clause)

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This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ SEE THE CLIN TOTAL FUNDED AMOUNT IN ATTACHMENT NO. 5 - ALLOTMENT OF FUNDS inclusive of fee. It is estimated that these funds will cover the cost of performance through THE FUNDED CLIN PERIOD OF PERFORMANCE (POP) IN ATTACHMENT NO. 5 - ALLOTMENT OF FUNDS. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$ SEE THE CLIN TOTAL FUNDED AMOUNT IN ATTACHMENT NO. 5 - ALLOTMENT OF FUNDS shall arise unless additional funds are made available and are incorporated as modifications to this contract.

[SEE ATTACHMENT NO. 5 - ALLOTMENT OF FUNDS]

(End of clause)

B-4 OTHER DIRECT COSTS

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

(End of Clause)

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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 No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer'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. The Quality Assurance Surveillance Plan is provided as Attachment No. 4.

(2) Performance Standards:

(a) The deliverables under this task order will be consistently technically accurate.

(b) The services delivered under this task order will be consistently of high quality.

(c) The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

(d) The contractor will be consistently responsive to Government customers in its performance of this task order.

(e) For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

(a) During the performance period of the task order, the TOM will continually and proactively monitor

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contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

(b) Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

(a) If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.

(b) This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

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

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

Alicia Rhamy

SPAWAR

4301 Pacific Highway

San Diego, CA 92110-3127

619-221-7638

C-4 INFORMATION ASSURANCE (IA)

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

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

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

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

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

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

(d) This contract does not allow for payment of overtime during the normal workweek for 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

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40 hours in a normal week period.

**C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (SPAWAR C-317)
(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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C-7 KEY PERSONNEL (C-325)

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

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

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

(d) List of Key Personnel

Key Personnel Category	Name
Program Analyst - Sr. (PMW 750)	ANDREW O'NEILL
Program Analyst - Sr. (PMW 760)	STEVEN B. MCGUFFEE
Program Analyst - Sr. (PMW 760)	VALERIE GARCIA
Program Analyst - Sr. (PMW 770)	KERI (WILSON) BALLOG
Program Analyst - Sr. (Front Office)	JENNY STARR
Program Analyst - Mid (PMW 790)	ANDREA ACUNA

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to

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impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

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

C-8 (5252.228-9201) LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

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

(1) Workers' compensation and employers' liability: minimum of \$100,000

(2) Comprehensive general liability: \$500,000 per occurrence

(3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

\$20,000 per occurrence for property damage

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

(End of clause)

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G - Contracting Officer's Representative (COR).

All deliverables shall be packaged and marked in accordance with 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 Task Order Manager 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:

7000	9/29/2017 - 9/28/2018
7100	9/29/2018 - 9/28/2019
9000	9/29/2017 - 9/28/2018
9100	9/29/2018 - 9/28/2019

CLIN - DELIVERIES OR PERFORMANCE

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

7000	09/29/2017 - 09/28/2018
9000	09/29/2017 - 09/28/2018

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

7100	09/29/2018 - 09/28/2019
7200	09/29/2019 - 09/28/2020
7300	09/29/2020 - 09/28/2021
7400	09/29/2021 - 09/28/2022
9100	09/29/2018 - 09/28/2019
9200	09/29/2019 - 09/28/2020
9300	09/29/2020 - 09/28/2021
9400	09/29/2021 - 09/28/2022

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" and FAR 52.217-9 "Option to Extend the Term of the Contract -- Services". Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

Services to be performed hereunder will be provided at the Government facility located at the SPAWAR Old Town Campus, 4301 Pacific Highway, San Diego, CA 92110-3127 and at the Contractor's

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facility.

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15th of the following month to the Task Order Manager. This submission may be to a central website.

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

- a) Period Covered by Report

- b) Significant Accomplishments – Description of the technical progress made during that period.

- c) Significant Issues

- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.

- e) Travel Activity

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

G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

PAYMENT INSTRUCTIONS – OTHER (PGI 204-7.108(d)(12))

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

Based on the type of work contracted for on behalf of DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important and using any of the payment methods specified in the table identified in PGI 204.7108(b)(2) would result in the funding resources of one customer being paid for work received by another customer. The contractor completes the effort in a fluid environment; therefore, in order to accurately track and

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account for funding expenditures in accordance with the specific tasking associated with each funding line, payment instruction (d)(12) "Other" applies as expenditures must reflect the actual work performed, in alignment with the type of funding to avoid violations to the Anti-Deficiency Act.

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

(End of text)

G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a Cost Plus Fixed Fee task order.

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

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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).

PAYMENT VOUCHER

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

N00039

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	DD1155/BLOCK 12
Issue By DoDAAC	N00039
Admin DoDAAC	DD1155/BLOCK 6
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039

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Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA05B
Other DoDAAC(s)	N/A

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

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

Contracting Officer's Representative (COR) Joseph McCabe, joseph.mccabe@navy.mil, (619) 221-4577

(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 CONTRACTING OFFICER'S REPRESENTATIVE

The SPAWAR Contracting Officer's Representative (COR) for this Task Order is:

Joseph W McCabe, PEOC4I PMW750
4301 Pacific Hwy
San Diego, CA 92110
joseph.mccabe@navy.mil

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619-221-4577

G-6 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Joel Pitel

Code: SPAWAR 21000

Address: 4301 Pacific Hwy, San Diego, CA 92110

Phone: 619-524-7598

E-Mail: joel.pitel@navy.mil

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

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

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

G-8 (DFARS 204.7108) PAYMENT INSTRUCTIONS

DFARS 252.204-0012 Other (SEP 2009)

The payment office shall make payment from each ACRN in accordance with the amounts invoiced by

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CLIN/SLIN/ACRN as referenced by the contractor's invoice.

Rationale for DFAS - Multiple customers and funding sources are represented under this task order. Based on the type of work contracted for on behalf of the DOD/Navy customers, payment by CLIN/SLIN/ACRN is significantly important. Where it would make sense to have a contract for each customer, thus making an automated payment simple to implement, it is woefully unrealistic. We have an efficient contract award business model which considers the effort it takes to award one contract with multiple funding customers versus multiple contracts per funding customers. Not paying in accordance with PGI 12 Other clause will result in great harm to the Government.

(End of clause)

Accounting Data

SLINID	PR Number	Amount
700001	1300660512	[REDACTED]
LLA :		
AA 1771804 5U7N 251 00039 0 050120 2D 000000 A00004107075		
CIN 130066051200001		
700002	1300660512	[REDACTED]
LLA :		
AB 1771804 5C1C 251 00039 0 050120 2D 000000 A10004107075		
CIN 130066051200002		
700003	1300660512	[REDACTED]
LLA :		
AC 1771804 5C6C 251 00039 0 050120 2D 000000 A20004107075		
CIN 130066051200003		
700004	1300668977	[REDACTED]
LLA :		
AD 1771804 5B2B 251 00039 0 050120 2D 000000 A00004164316		
CIN 130066897700001		
700005	1300668977	[REDACTED]
LLA :		
AE 1771804 5C1C 251 00039 0 050120 2D 000000 A10004164316		
CIN 130066897700002		
700006	1300668977	[REDACTED]
LLA :		
AF 1771804 5C6C 251 00039 0 050120 2D 000000 A20004164316		
CIN 130066897700003		
700007	1300668977	[REDACTED]
LLA :		
AG 1771804 5U7N 251 00039 0 050120 2D 000000 A30004164316		
CIN 130066897700004		
700008	1300668977	[REDACTED]
LLA :		
AH 1771810 M2L0 251 00039 0 050120 2D 000000 A40004164316		
CIN 130066897700005		
900001	1300668977	[REDACTED]
LLA :		
AD 1771804 5B2B 251 00039 0 050120 2D 000000 A00004164316		
CIN 130066897700001		

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900002 1300668977 [REDACTED]
 LLA :
 AE 1771804 5C1C 251 00039 0 050120 2D 000000 A10004164316
 CIN 130066897700002

900003 1300668977 [REDACTED]
 LLA :
 AH 1771810 M2L0 251 00039 0 050120 2D 000000 A40004164316
 CIN 130066897700005

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD P00001

700008 1300668977-0001 [REDACTED]
 LLA :
 AH 1771810 M2L0 251 00039 0 050120 2D 000000 A40004164316
 CIN 130066897700005 [REDACTED]
 CIN 130066897700008 [REDACTED]

700009 1300668977-0001 [REDACTED]
 LLA :
 AJ 1781804 5B2B 251 00039 0 050120 2D 000000 A50004164316
 CIN 130066897700006

700010 1300668977-0001 [REDACTED]
 LLA :
 AK 1781804 5B2B 251 00039 0 050120 2D 000000 A60004164316
 CIN 130066897700007

700011 1300668977-0001 [REDACTED]
 LLA :
 AL 1771810 M2L0 251 00039 0 050120 2D 000000 A70004164316
 CIN 130066897700009

900004 1300668977-0001 [REDACTED]
 LLA :
 AL 1771810 M2L0 251 00039 0 050120 2D 000000 A70004164316
 CIN 130066897700009

MOD P00001 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD P00002

700012 1300677449 [REDACTED]
 LLA :
 AM 1781804 5C1C 251 00039 0 050120 2D 000000 A00004241592
 PMW 760 CM OMN
 CIN 130067744900001

MOD P00002 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD P00003

700009 1300668977-0002 [REDACTED]
 LLA :
 AJ 1781804 5B2B 251 00039 0 050120 2D 000000 A50004164316
 CIN 130066897700006 \$ [REDACTED]
 CIN 130066897700010 \$ [REDACTED]

700013 1300668977-0002 [REDACTED]
 LLA :

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AN 1781804 5CCY 251 00039 0 050120 2D 000000 A80004164316
CIN 130066897700011 \$ [REDACTED]

900005 1300668977-0002 [REDACTED]

LLA :

AN 1781804 5CCY 251 00039 0 050120 2D 000000 A80004164316
CIN 130066897700011 \$ [REDACTED]

MOD P00003 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00004

700009 1300668977-0003 [REDACTED]

LLA :

AJ 1781804 5B2B 251 00039 0 050120 2D 000000 A50004164316
CIN 130066897700006 \$ [REDACTED]
CIN 130066897700010 \$ [REDACTED]
CIN 130066897700012 \$ [REDACTED]

700013 1300668977-0003 [REDACTED]

LLA :

AN 1781804 5CCY 251 00039 0 050120 2D 000000 A80004164316
CIN 130066897700011 \$ [REDACTED]
CIN 130066897700013 \$ [REDACTED]

700014 1300677449-0001 [REDACTED]

LLA :

AM 1781804 5C1C 251 00039 0 050120 2D 000000 A00004241592
CIN 130067744900002 \$ [REDACTED]

MOD P00004 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD P00005

700009 1300668977-0003 [REDACTED]

LLA :

AJ 1781804 5B2B 251 00039 0 050120 2D 000000 A50004164316
CIN 130066897700006 \$ [REDACTED]
CIN 130066897700010 \$ [REDACTED]
CIN 130066897700012 \$ [REDACTED]
CIN 130066897700016 \$ [REDACTED]

700010 1300668977-0001 [REDACTED]

LLA :

AK 1781804 5B2B 251 00039 0 050120 2D 000000 A60004164316
CIN 130066897700007
CIN 130066897700017

700015 1300668977-0004 [REDACTED]

LLA :

AP 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A90004164316
PMW 760 CM SUPPORT. LABOR. ACRN: AP
CIN: 130066897700014

700016 1300668977-0004 [REDACTED]

LLA :

AQ 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: B00004164316
PMW 760 ADVANCE PLANNING. LABOR. ACRN:AQ
CIN: 130066897700015

700017 1300668977-0004 [REDACTED]

LLA :

AR 1781810 M2L0 251 00039 0 050120 2D 000000 COST CODE: B10004164316
PMW 770 ADVANCE PLANNING. LABOR. ACRN:AR CIN:130066897700018

900006 [REDACTED]

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LLA :
AQ 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: B00004164316
PMW 760 ADVANCE PLANNING. ODC. ACRN: AQ
CIN: 130066897700015

MOD P00005 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00006

700009 1300668977-0005 [REDACTED]
LLA :
AJ 1781804 5B2B 251 00039 0 050120 2D 000000 A50004164316
CIN 130066897700006 [REDACTED]
CIN 130066897700010 [REDACTED]
CIN 130066897700012 [REDACTED]
CIN 130066897700016 [REDACTED]
CIN 130066897700019 [REDACTED]

700010 1300668977-0005 [REDACTED]
LLA :
AK 1781804 5B2B 251 00039 0 050120 2D 000000 A60004164316
CIN 130066897700007 [REDACTED]
CIN 130066897700017 [REDACTED]
CIN 130066897700024 [REDACTED]

700013 1300668977-0005 [REDACTED]
LLA :
AN 1781804 5CCY 251 00039 0 050120 2D 000000 A80004164316
CIN 130066897700011 [REDACTED]
CIN 130066897700013 [REDACTED]
CIN 130066897700025 [REDACTED]

700015 1300668977-0005 [REDACTED]
LLA :
AP 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A90004164316
PMW 760 CM SUPPORT. LABOR. ACRN: AP
CIN: 130066897700014 [REDACTED]
CIN: 130066897700020 [REDACTED]

700016 1300668977-0005 [REDACTED]
LLA :
AQ 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: B00004164316
PMW 760 ADVANCE PLANNING. LABOR. ACRN:AQ
CIN: 130066897700015 \$ [REDACTED]
CIN: 130066897700021 [REDACTED]

700018 130066897700022 [REDACTED]
LLA :
AS 1771810 M25G 251 00039 0 050120 2D 000000 COST CODE: B20004164316
PMW 760 FY17 OPN PWS PARA 5.2.1.

700019 130066897700026 [REDACTED]
LLA :
AT 1781804 5C6C 251 00039 0 050120 2D 000000 B40004164316
PMW 790 FY18 OMN PWS Para. 5.1.1, 5.1.2.

900005 1300668977-0005 [REDACTED]
LLA :
AN 1781804 5CCY 251 00039 0 050120 2D 000000 A80004164316
CIN 130066897700011 \$ [REDACTED]
CIN 130066897700025 \$ [REDACTED]

MOD P00006 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00007

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700020 1300717149 [REDACTED]
 LLA :
 AU 1781810 M2L0 251 00039 0 050120 2D 000000 A00004545743
 CIN 130071714900001

700021 1300717149 [REDACTED]
 LLA :
 AV 1781810 M2W4 251 00039 0 050120 2D 000000 A10004545743
 CIN 130071714900002

MOD P00007 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD P00008

700009 1300668977-0005 [REDACTED]
 LLA :
 AJ 1781804 5B2B 251 00039 0 050120 2D 000000 A50004164316
 CIN 130066897700006 \$ [REDACTED]
 CIN 130066897700010 \$ [REDACTED]
 CIN 130066897700012 \$ [REDACTED]
 CIN 130066897700016 \$ [REDACTED]
 CIN 130066897700019 \$ [REDACTED]
 CIN 130066897700029 \$ [REDACTED]

900005 1300668977-0005 [REDACTED]
 LLA :
 AN 1781804 5CCY 251 00039 0 050120 2D 000000 A80004164316
 CIN 130066897700011 \$ [REDACTED]
 CIN 130066897700025 \$ [REDACTED]
 CIN 130066897700027 \$ [REDACTED]

900006 [REDACTED]
 LLA :
 AQ 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: B00004164316
 PMW 760 ADVANCE PLANNING. ODC. ACRN: AQ
 CIN: 130066897700015
 CIN: 130066897700028 \$ [REDACTED]

900007 1300668977-0006 [REDACTED]
 LLA :
 AJ 1781804 5B2B 251 00039 0 050120 2D 000000 COST CODE A50004164316
 CIN 130066897700029

MOD P00008 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD P00009

700009 1300668977-0008 [REDACTED]
 LLA :
 AJ 1781804 5B2B 251 00039 0 050120 2D 000000 A50004164316
 CIN 130066897700006 \$ [REDACTED]
 CIN 130066897700010 \$ [REDACTED]
 CIN 130066897700012 \$ [REDACTED]
 CIN 130066897700016 \$ [REDACTED]
 CIN 130066897700019 \$ [REDACTED]
 CIN 130066897700029 \$ [REDACTED]
 CIN 130066897700031 -\$ [REDACTED]

700018 1300668977-0008 ([REDACTED])
 LLA :
 AS 1771810 M25G 251 00039 0 050120 2D 000000 COST CODE: B20004164316
 PMW 760 FY17 OPN PWS PARA 5.2.1.

130066897700022 [REDACTED]
 130066897700031 - [REDACTED]

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700021 1300717149-0008 ([REDACTED])
 LLA :
 AV 1781810 M2W4 251 00039 0 050120 2D 000000 A10004545743
 CIN 130071714900002 \$ [REDACTED]
 CIN 130071714900031 - [REDACTED]

710001 1300737190 [REDACTED]
 LLA :
 AX 1781804 5B2B 251 00039 0 050120 2D 000000 A00004669054
 CIN 130073719000001

710002 1300737190 [REDACTED]
 LLA :
 AY 1781804 5B2B 251 00039 0 050120 2D 000000 A10004669054
 CIN 130073719000002

710003 1300737190 [REDACTED]
 LLA :
 AZ 1781804 5C1C 251 00039 0 050120 2D 000000 A20004669054
 CIN 130073719000003

710004 1300737190 [REDACTED]
 LLA :
 BA 1781804 5C1C 251 00039 0 050120 2D 000000 A30004669054
 CIN 130073719000004

710005 1300737190 [REDACTED]
 LLA :
 BB 1781804 5C6C 251 00039 0 050120 2D 000000 A40004669054
 CIN 130073719000005

710006 1300737190 [REDACTED]
 LLA :
 BC 1781804 5CCY 251 00039 0 050120 2D 000000 A50004669054
 CIN 130073719000006

710007 1300737190 [REDACTED]
 LLA :
 BD 1781810 M2L0 251 00039 0 050120 2D 000000 A60004669054
 CIN 130073719000007

900008 1300668977-0007 [REDACTED]
 LLA :
 AW 1781810 M2L0 251 00039 0 050120 2D 000000 B50004164316
 CIN 130066897700030

910001 1300737190 [REDACTED]
 LLA :
 AZ 1781804 5C1C 251 00039 0 050120 2D 000000 A20004669054
 CIN 130073719000003

910002 1300737190 [REDACTED]
 LLA :
 BB 1781804 5C6C 251 00039 0 050120 2D 000000 A40004669054
 CIN 130073719000005

910003 1300737190 [REDACTED]
 LLA :
 BC 1781804 5CCY 251 00039 0 050120 2D 000000 A50004669054
 CIN 130073719000006

910004 1300737190 [REDACTED]
 LLA :
 BD 1781810 M2L0 251 00039 0 050120 2D 000000 A60004669054
 CIN 130073719000007

910005 1300737190 [REDACTED]
 LLA :
 AX 1781804 5B2B 251 00039 0 050120 2D 000000 A00004669054
 CIN 130073719000001

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MOD P00009 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00010

710001 1300737190-0001 [REDACTED]
LLA :
AX 1781804 5B2B 251 00039 0 050120 2D 000000 A00004669054
CIN 130073719000001 \$ [REDACTED]
CIN 130073719000008 \$ [REDACTED]

710004 1300737190-0001 [REDACTED]
LLA :
BA 1781804 5C1C 251 00039 0 050120 2D 000000 A30004669054
CIN 130073719000004 \$ [REDACTED]
CIN 130073719000009 \$ [REDACTED]

MOD P00010 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00011

710008 1300737190-0002 [REDACTED]
LLA :
BE 1791804 5B2B 251 00039 0 050120 2D 000000 A70004669054
CIN 130073719000010

710009 1300737190-0002 [REDACTED]
LLA :
BF 1791804 5B2B 251 00039 0 050120 2D 000000 A80004669054
CIN 130073719000011

710010 1300737190-0002 [REDACTED]
LLA :
BG 1791804 5CCY 251 00039 0 050120 2D 000000 A90004669054
CIN 130073719000012

710011 1300737190-0002 [REDACTED]
LLA :
BH 1791810 M2L0 251 00039 0 050120 2D 000000 B00004669054
CIN 130073719000013

710012 1300737190-0002 [REDACTED]
LLA :
BJ 1791810 M2L0 251 00039 0 050120 2D 000000 B10004669054
CIN 130073719000014

710013 1300737190-0002 [REDACTED]
LLA :
BK 1791810 M2L0 251 00039 0 050120 2D 000000 B20004669054
CIN 130073719000015

710014 1300737190-0002 [REDACTED]
LLA :
BL 1791810 M2W4 251 00039 0 050120 2D 000000 B30004669054
CIN 130073719000016

910006 1300737190-0002 [REDACTED]
LLA :
BL 1791810 M2W4 251 00039 0 050120 2D 000000 B30004669054
CIN 130073719000016

MOD P00011 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD P00012

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710008 1300737190-0003 [REDACTED]
 LLA :
 BE 1791804 5B2B 251 00039 0 050120 2D 000000 A70004669054
 CIN 130073719000010 \$ [REDACTED] (P00011)
 CIN 130073719000018 \$ [REDACTED] (P00012)

710009 1300737190-0003 [REDACTED]
 LLA :
 BF 1791804 5B2B 251 00039 0 050120 2D 000000 A80004669054
 CIN 130073719000011 [REDACTED] (P00011)
 CIN 130073719000019 [REDACTED] (P00012)

710011 1300737190-0003 [REDACTED]
 LLA :
 BH 1791810 M2L0 251 00039 0 050120 2D 000000 B00004669054
 CIN 130073719000013 \$ [REDACTED] (P00011)
 CIN 130073719000021 \$ [REDACTED] (P00012)

710012 1300737190-0003 [REDACTED]
 LLA :
 BJ 1791810 M2L0 251 00039 0 050120 2D 000000 B10004669054
 CIN 130073719000014 \$ [REDACTED] (P00011)
 CIN 130073719000023 \$ [REDACTED] (P00012)

710013 1300737190-0003 [REDACTED]
 LLA :
 BK 1791810 M2L0 251 00039 0 050120 2D 000000 B20004669054
 CIN 130073719000015 [REDACTED] (P00011)
 CIN 130073719000022 [REDACTED] (P00012)

710015 1300737190-0003 [REDACTED]
 LLA :
 BM 1791804 5C1C 251 00039 0 050120 2D 000000 B40004669054
 CIN 130073719000017

710016 1300737190-0003 [REDACTED]
 LLA :
 BN 1791804 5CCY 251 00039 0 050120 2D 000000 B50004669054
 CIN 130073719000020

710017 1300737190-0003 [REDACTED]
 LLA :
 BP 1791804 5C6C 251 00039 0 050120 2D 000000 B60004669054
 CIN 130073719000024

710018 1300737190-0003 [REDACTED]
 LLA :
 BQ 1791804 5C1C 251 00039 0 050120 2D 000000 B70004669054
 CIN 130073719000025

910007 1300737190-0003 [REDACTED]
 LLA :
 BM 1791804 5C1C 251 00039 0 050120 2D 000000 B40004669054
 CIN 130073719000017

910008 1300737190-0003 [REDACTED]
 LLA :
 BJ 1791810 M2L0 251 00039 0 050120 2D 000000 B10004669054
 CIN 130073719000023

910009 1300737190-0003 [REDACTED]
 LLA :
 BN 1791804 5CCY 251 00039 0 050120 2D 000000 B50004669054
 CIN 130073719000020

MOD P00012 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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MOD P00013 Funding [REDACTED]
Cumulative Funding [REDACTED]. [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 INTELLECTUAL PROPERTY

All the Intellectual Property clauses in the basic contract apply to this task order.

H-3 CONTRACTOR PICTURE BADGE (DEC 1999)

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

(c) The contractor assumes full responsibility for the proper use of the identification badge and

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automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

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

H-4 CONTRACTOR IDENTIFICATION (DEC 1999)

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

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

H-5 5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

(a) Definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

(1) Planning phase.

(2) Defense Planning Guidance.

(3) Programming Phase.

(4) Fiscal Guidance (when separate from Defense Planning guidance).

(5) Program Objective Memoranda.

(6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).

(7) Program review Proposals.

(8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).

(9) Proposed Military Department Program Reductions (or Program Offsets).

(10) Tentative Issue Decision Memoranda.

(11) Program Decision Memoranda.

(12) Budgeting Phase.

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(13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).

(14) Classified P1, R1 and C1.

(15) Program Budget Decisions and Defense Management Report Decisions.

(16) Reports Generated by the Automated Budget Review System (BRS).

(17) DD 1414 Base for Reprogramming.

(18) DD 1416 Report of Programs.

(19) Contract Award Reports.

(20) Congressional Data Sheets.

(21) Any other data or information identified by the Government as PPBS data or information. This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

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

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

(d) The Contractor shall require that all employees who have access to such data execute the following

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“STATEMENT OF NONDISCLOSURE OF PPBS DATA,” and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order N0003917F3013 as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

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

SIGNATURE

TYPED NAME

DATE

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

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

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

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

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

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

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the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

H-7 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

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

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

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

H-10 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

(1) Contract number

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

(3) Purpose of travel and how it relates to the contract

(4) Contractor's estimated cost of travel

(5) Name(s) of individual(s) traveling and;

(6) A breakdown of estimated travel and per diem charges.

(b) General

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

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

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

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

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

(c) Per Diem

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

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

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(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

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

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

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

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

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

(6) Definitions:

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(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 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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

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

H-11 (5252.209-9206) EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

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

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

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

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

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

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

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(SPAWAR).

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

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

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

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

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

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

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

(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.

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

(End of clause)

H-13 (5252.243-9600) AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without

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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:

HEIDI RADAFORD

4301 PACIFIC HIGHWAY,

SAN DIEGO, CA 92110-3127

619-524-7386

heidi.radaford@navy.mil

(End of clause)

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SECTION I CONTRACT CLAUSES

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **2 DAYS**.

(End of Clause)

I-2 (FAR 52.217-9) OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **60 DAYS**; *provided* that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **5 YEARS PLUS 6 MONTHS (66 MONTHS TOTAL)**.

(End of clause)

I-3 (FAR 52.219-8) Utilization of Small Business Concerns (July 2013)

(a) It is the policy of the united states that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, hubzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the united states that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, hubzone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

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(b) The contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The contractor further agrees to cooperate in any studies or surveys as may be conducted by the united states small business administration or the awarding agency of the united states as may be necessary to determine the extent of the contractor's compliance with this clause.

(c) Definitions. as used in this contract—

Hubzone small business concern means a small business concern that appears on the list of qualified hubzone small business concerns maintained by the small business administration.

Service-disabled veteran-owned small business concern--

(1) means a small business concern--

(i) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) the management and daily business operations of which are controlled by one or more service disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) service-disabled veteran means a veteran, as defined in 38 u.s.c. 101(2), with a disability that is service-connected, as defined in 38 u.s.c. 101(16).

Small business concern means a small business as defined pursuant to section 3 of the small business act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1)(i) it has received certification as a small disadvantaged business concern consistent with 13 cfr part 124, subpart b;

(ii) no material change in disadvantaged ownership and control has occurred since its certification;

(iii) where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions

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set forth at 13 cfr 124.104(c)(2); and

(iv) it is identified, on the date of its representation, as a certified small disadvantaged business in the sam dynamic small business search database maintained by the small business administration, or

(2) it represents in writing that it qualifies as a small disadvantaged business (sdb) for any federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the sdb eligibility criteria of 13 cfr 124.1002.

Veteran-owned small business concern means a small business concern--

(1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 u.s.c. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) the management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) that is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) whose management and daily business operations are controlled by one or more women.

(d)(1) contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(2) the contractor shall confirm that a subcontractor representing itself as a hubzone small business concern is certified by sba as a hubzone small business concern by accessing the system for award management database or by contacting the sba. options for contacting the sba include--

(i) hubzone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;

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(ii) in writing to the director/hub, u.s. small business administration, 409 3rd street, sw., washington dc 20416; or

(iii) the sba hubzone help desk at hubzone@sba.gov.

(End of clause)

I-4 (FAR 52.244-2) Subcontracts (OCT 2010) - Alternate I (JUN 2007)

(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

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(ii) for a contract awarded by a civilian agency other than the coast guard and the national aeronautics and space administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the contractor has an approved purchasing system, the contractor nevertheless shall obtain the contracting officer's written consent before placing the following subcontracts:

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

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

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

(iii) identification of the proposed subcontractor.

(iv) the proposed subcontract price.

(v) the subcontractor's current, complete, and accurate cost or pricing data and certificate of current cost or pricing data, if required by other contract provisions.

(vi) the subcontractor's disclosure statement or certificate relating to cost accounting standards when such data are required by other provisions of this contract.

(vii) a negotiation memorandum reflecting--

(a) the principal elements of the subcontract price negotiations;

(b) the most significant considerations controlling establishment of initial or revised prices;

(c) the reason cost or pricing data were or were not required;

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

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

(f) the reasons for any significant difference between the contractor's price objective and the price negotiated; and

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

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

(h) 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.

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

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(j) 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.

(k) The government reserves the right to review the contractor's purchasing system as set forth in FAR Subpart 44.3.

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

VENCORE, INC.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS), dated 02 June 2017

Attachment No. 2 - Contract Data Requirements List (CDRLS) dated 26 September 2017

Attachment No. 3 - Contract Security Classification Specification DD254, dated 26 September 2017

Attachment No. 4 - Quality Assurance Surveillance Plan (QASP)

Attachment No. 5 - Allotment of Funds