| | | | | 1. CONTRACT ID CODE | | | | \GE OF | |
|---|---|--|--|--|---|--|---|-------------------------------------|---|
| AMENI | DMENT OF SOLICITA | ATION/MC | DIFICATION OF CONTR | ACT | | U | | 'AGES 2 | |
| | DMENT/MODIFICATION NO. | | 3. EFFECTIVE DATE | | QUISITION/I | PURCHASE REQ. NO. | 5. PR | | NO. (If applicable) |
| | 18 | | 29-Aug-2014 | [| 13 | 00447282 | | | N/A |
| 6. ISSUED | BY | CODE | N00039 | 7. ADN | MINISTERE | D BY (If other than Item 6) | COD | Ε | S0514A |
| SPAWA | AR HQ | | | 1 | DCM. | A SAN DIEGO | | | |
| 4301 P | acific Highway San | | | | 7675 | DAGGET STREET, SU | ITE 20 | 0 | |
| Diego (| CA 92110 | | | | SAN | DIEGO CA 92111-2241 | | | |
| brody.h | aydel@navy.mil 619-524 | 4-7202 | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | 1 | T | | | |
| | | CTOR (No., st | reet, county, State, and Zip Code) | | | 9A. AMENDMENT OF SOL | LICITATI | ION NO | |
| | JS TECHNOLOGY INC | | | | | | | | |
| | 3 San Diego Ave Diego CA 92110 | | | | | | | | |
| San | Diego CA 92110 | | | | | 9B. DATED (SEE ITEM 11) |) | | |
| | | | | | | | | | |
| | | | | | | 10A. MODIFICATION OF C | CONTRA | ACT/OR | DER NO. |
| | | | | | [X] | | | | |
| | | | | | [[,] | N00178-04-D-406 | 7-NS1 | 1 | |
| | | | | | | 10B. DATED (SEE ITEM 1 | 3) | | |
| | | | | | | 01-Oct-2012 | | | |
| CAGE CODE | 1BGW9 | FACIL | ITY CODE | | | | | | |
| | | 11 THIS | SITEM ONLY APPLIES TO A | MEND | MENTS (| F SOLICITATIONS | | | |
| | | 11. 11110 | THEM ONE! THE LIES TO T | WIVIE I VID | WEITI O | 31 002/01/1/10/10 | | | |
| Offers mus (a) By com separate lo DESIGNA amendme | st acknowledge receipt of this an apleting Items 8 and 15, and retreter or telegram which includes TED FOR THE RECEIPT OF O | mendment pri urning one (1) a reference to FFERS PRIO already subm | et forth in Item 14. The hour and date or to the hour and date specified in th copy of the amendment; (b) By acknothe solicitation and amendment nur R TO THE HOUR AND DATE SPECitted, such change may be made by ur and date specified. | e solicitat owledging nbers. FA FIED MA | ion or as an greceipt of t ALURE OF Y RESULT | nended, by one of the following his amendment on each copy YOUR ACKNOWLEDGEMEN' IN REJECTION OF YOUR OF | method of the of T TO BE FER. If | ds: fer subr RECE by virtu | mitted; or (c) By IVED AT THE PLACE e of this |
| | 12. | ACCOUNTIN | G AND APPROPRIATION DATA (If I SEE SECTION G | | | | | | |
| | | | APPLIES ONLY TO MODIF | | | | ,IT | | |
| (*) | A. THIS CHANGE ORDER IS | | RSUANT TO: (Specify authority) TI | | | | E IN THE | E CONT | RACT ORDER NO. IN |
| [] | ITEM 10A. | | | | | | | | |
| [] | | | ORDER IS MODIFIED TO REFLECT JANT TO THE AUTHORITY OF FAR | | | ΓIVE CHANGES (such as char | nges in p | aying o | ffice, appropriation |
| [] | C. THIS SUPPLEMENTAL A | GREEMENT | S ENTERED INTO PURSUANT TO | AUTHOR | ITY OF: | | | | |
| [X] | D. OTHER (Specify type of n | | d authority) d Mutual Agreement of the Parti | es | | | | | |

- E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.
- 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

 SEE PAGE 2

| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | | | | | |
|--|------------------|--|-------------|--|--|--|--|
| Linda P. Totanes, Contracts Administrator 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | Jennifer N Tsui, Contracting Officer 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED | | | | | |
| /s/Linda P. Totanes (Signature of person authorized to sign) | 28-Aug-2014 | BY /s/Jennifer N Tsui (Signature of Contracting Officer) | 29-Aug-2014 | | | | |

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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| N00178-04-D-4067 | NS11 | 18 | 2 of 2 | |

GENERAL INFORMATION

The purpose of this modification is to:

- 1. Exercise and incrementally fund contract Option Year 2 CLINs 7201 and 9201. This modification also deobligates specified funding under CLINs 4101 and 6101 as follows:
- 2. Correct an error in the Line of Accounting for SLIN 610119. As a result the ACRN for SLIN 610119 is changedfrom EB to **DX**. See Section G for specifics.

The total amount of funds obligated to the task is hereby increased from \$14,333,535.69 by \$3,753,490.00 to \$18,087,025.69.

| CLIN/SLIN ' | Type Of | Fund | From (\$) |)By (\$) | To (\$) 4 | 10148 | RDT&E | 244,962. | .00 | (110,000) | (00. | |
|-------------|----------|----------|-----------|-----------|-----------|----------|-----------|-----------|-----------|-----------|-----------|-----|
| 134,962. | 00 61011 | 14 | RDT&E | 31,714.6 | 0 | (11,962. | 15) | 19,752.4 | 5 610119 |) | RDT&E | |
| 20,037.8 | 5 | (20,037. | 85) | 0.00 610 | 120 | RDT&E | 10,000.0 | 00 | (10,000. | 00) | 0.00 610 | 123 |
| OPN | 0.00 | 19,000.0 | 00 | 19,000.0 | 0 720101 | | O&MN, | N | 0.00 | 19,500.0 | 0 | |
| 19,500.0 | 0 720102 | 2 | O&MN, | N | 0.00 | 549,350. | .00 | 549,350. | .00 72010 |)3 | O&MN, | 1 |
| 0.00 | 56,181.0 | 00 | 56,181.0 | 00 720104 | ļ | O&MN, | N | 0.00 | 24,502.0 | 0 | 24,502.00 | C |
| 720105 | O&MN, | N | 0.00 | 310,675. | 00 | 310,675. | .00 72010 |)6 | O&MN, | N | 0.00 | |
| 286,400. | 00 | 286,400 | .00 72010 |)7 | O&MN, | N | 0.00 | 775,248. | .00 | 775,248. | 00 72010 | 8 |
| O&MN,l | N | 0.00 | 217,771 | .00 | 217,771. | 00 72010 |)9 | O&MN, | N | 0.00 | 172,000.0 | 00 |
| 172,000. | 00 72011 | 10 | OPN | 0.00 | 155,500. | 00 | 155,500. | .00 72011 | 11 | OPN | 0.00 | |
| 212,000. | 00 | 212,000 | .00 72011 | 12 | OPN | 0.00 | 164,000. | .00 | 164,000. | 00 72011 | .3 | OPN |
| 0.00 | 161,219. | .00 | 161,219 | .00 72011 | 4 | O&MN, | N | 0.00 | 762,144. | 00 | 762,144.0 | 00 |
| 920101 | O&MN, | N | 0.00 | 20,000.0 | 0 | 20,000.0 | 00 | | | | | |

As a result of the action above the total value of the order including **all exercised options** is hereby increased from \$15,002,473.58 by \$8,153,909.56 to \$23,156,383.14.

CLIN/SLIN From (\$) By (\$) To (\$) 7201 0.00 7,981,909.56 7,981,909.56 9201 0.00 172,000.00 172,000.00

Sections B and G are updated accordingly.

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

All other terms and conditions remain unchanged and in full force and effect.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | PSC | Suppli | ies/Se | rvi | ces | Qty 1 | Unit 1 | Est. | Cost | Fixed Fee | CPFF |
|--------|------|--------|--------|-----|-------------------|-------|--------|----------------|-----------|--------------|----------------|
| 4001 | R425 | Labor | FY | 13 | (Fund Type - TBD) | 1.0 | LO | \$7 , 0 | 06,288.68 | \$520,457.15 | \$7,526,745.83 |
| 400101 | | R425 | ACRN | AA | (O&MN,N) | | | | | | |
| 400102 | | R425 | ACRN | AB | (O&MN,N) | | | | | | |
| 400103 | | R425 | ACRN | AC | (OPN) | | | | | | |
| 400104 | | R425 | ACRN | AD | (OPN) | | | | | | |
| 400105 | | R425 | ACRN | ΑE | (OPN) | | | | | | |
| 400106 | | R425 | ACRN | AF | (OPN) | | | | | | |
| 400107 | | R425 | ACRN | AG | (OPN) | | | | | | |
| 400108 | | R425 | ACRN | АН | (OPN) | | | | | | |
| 400109 | | R425 | ACRN | AJ | (O&MN,N) | | | | | | |
| 400110 | | R425 | ACRN | AK | (O&MN,N) | | | | | | |
| 400111 | | R425 | ACRN | AL | (O&MN,N) | | | | | | |
| 400112 | | R425 | ACRN | AM | (RDT&E) | | | | | | |
| 400113 | | R425 | ACRN | AM | (RDT&E) | | | | | | |
| 400114 | | R425 | ACRN | AM | (RDT&E) | | | | | | |
| 400115 | | R425 | ACRN | AM | (RDT&E) | | | | | | |
| 400116 | | R425 | ACRN | AM | (RDT&E) | | | | | | |
| 400117 | | R425 | ACRN | AN | (OPN) | | | | | | |
| 400118 | | R425 | ACRN | AP | (O&MN,N) | | | | | | |
| 400119 | | R425 | ACRN | AQ | (O&MN,N) | | | | | | |
| 400120 | | R425 | ACRN | AR | (OPN) | | | | | | |
| 400121 | | R425 | ACRN | AS | (O&MN,N) | | | | | | |
| 400122 | | R425 | ACRN | AT | (O&MN,N) | | | | | | |
| 400123 | | R425 | ACRN | AU | (OPN) | | | | | | |
| 400124 | | R425 | ACRN | AV | (RDT&E) | | | | | | |

| | CONTRACT NO. N00178-04-D-4067 | DELIVERY ORDER NO. NS11 | AMENDMENT/MODIFICATION NO. 18 | PAGE FINAL 2 of 57 |
|--------|----------------------------------|----------------------------|-------------------------------|--------------------|
| Item | PSC Supplies/Services | Qty Unit | Est. Cost Fixed Fee | CPFF |
| | R425 | | | |
| | R425 | | | |
| 400125 | R425 ACRN AW (OPN) | | | |
| 400126 | R425 ACRN AX (O&MN | ,N) | | |
| 400127 | R425 ACRN AY (O&MN | , N) | | |
| 400128 | R425 ACRN AZ (O&MN | , N) | | |
| 400129 | R425 ACRN BA (O&MN | , N) | | |
| 400130 | ACRN BB (O&MN,N) | | | |
| 400131 | ACRN BC (O&MN, N) | | | |
| 400132 | ACRN BD (O&MN, N) | | | |
| 400133 | R425 ACRN BE (O&MN | , N) | | |
| 400134 | R425 ACRN BF (O&MN | , N) | | |
| 400135 | R425 ACRN BG (O&MN | , N) | | |
| 400136 | R425 ACRN BH (OPN) | | | |
| 400137 | R425 ACRN BJ (RDT& | E) | | |
| 400138 | R425 ACRN BL (OPN) | | | |
| 400139 | R425 ACRN BM (OPN) | | | |
| 400140 | R425 ACRN BN (OPN) | | | |
| 400141 | R425 ACRN BP (OPN) | | | |
| 400142 | R425 ACRN BQ (OPN) | | | |
| 400143 | R425 ACRN BR (O&MN | ,N) | | |
| 400144 | R425 ACRN BS (O&MN | , N) | | |
| 400145 | R425 ACRN BT (O&MN | , N) | | |
| 400146 | R425 ACRN BU (O&MN | , N) | | |
| 400147 | R425 ACRN BV (O&MN | , N) | | |
| 400148 | R425 ACRN BW (O&MN | , N) | | |
| | | | | |

400149

400150

400151

400152

R425 ACRN BX (O&MN,N)

R425 ACRN BY (O&MN,N)

R425 ACRN BZ (O&MN,N)

R425 ACRN CA (O&MN,N)

| | | | 1 | | |
|--------|----------------------------------|----------------------------|--------------------|---------------|--------------|
| | CONTRACT NO. N00178-04-D-4067 | DELIVERY ORDER NO. NS11 | AMENDMENT/MODIFICA | ATION NO. PAG | |
| Item | PSC Supplies/Services | | | | CPFF |
| | R425 | - - | | | |
| | R425 | | | | |
| | R425 | | | | |
| 400153 | R425 ACRN CB (O&MN | N, N) | | | |
| 400154 | R425 ACRN CC (O&MN | J, N) | | | |
| 400155 | R425 ACRN CD (OPN) | | | | |
| 400156 | R425 ACRN CE (OPN) | | | | |
| 400157 | R425 ACRN CF (OPN) | | | | |
| 400158 | R425 ACRN CG (O&MN | J, N) | | | |
| 400159 | R425 ACRN CH (RDT8 | ŒE) | | | |
| 400160 | R425 ACRN CJ (RDT8 | ÆE) | | | |
| 4101 | R425 Labor FY14 (Fund | Type - TBD) 1.0 LO | \$6,482,195.27 \$ | 481,532.48 \$ | 5,963,727.75 |
| 410101 | R425 ACRN CK (O&MN,N) | | | | |
| 410102 | R425 ACRN CL (O&MN,N) | | | | |
| | | | | | |
| 410103 | ACRN CM (O&MN,N) | | | | |
| 410104 | ACRN CN (O&MN,N) | | | | |
| 410105 | ACRN CP (O&MN,N) | | | | |
| 410106 | R425 ACRN CQ (OPN) | | | | |
| 410107 | R425 ACRN CR (OPN) | | | | |
| 410108 | R425 ACRN CS (O&MN,N) | | | | |
| 410109 | ACRN CT | | | | |
| 410110 | ACRN CII | | | | |
| 410111 | VCDM CM | | | | |
| 410112 | 7 CDN CW | | | | |
| 410113 | R425 ACRN CX (RDT&E) | | | | |
| 410114 | R425 ACRN CY (RDT&E) | | | | |
| 410115 | R425 ACRN CZ (O&MN,N) | | | | |
| 410116 | R425 ACRN DB (RDT&E) | | | | |
| 410117 | R425 ACRN DC (O&MN,N) | | | | |
| 410118 | V CDM DD | | | | |
| | | | | | |

| | CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE FINAL |
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| | N00178-04-D-4067 | NS11 | 18 | 4 of 57 |
| Item | PSC Supplies/Servic | es Qty (| Unit Est. Cost Fixed Fee | CPFF |
| | R425 | | | |
| | R425 | | | |
| | R425 | | | |
| 410119 | R425 ACRN D (O&MN,N) | Ε | | |
| 410120 | R425 ACRN D (O&MN,N) | F | | |
| 410121 | R425 ACRN D (O&MN,N) | G | | |
| 410122 | R425 ACRN D | H | | |
| 410123 | R425 ACRN DJ (OPN) | | | |
| 410124 | R425 ACRN DK (OPN) | | | |
| 410125 | R425 ACRN DL (OPN) | | | |
| 410126 | R425 ACRN DM (OPN) | | | |
| 410127 | R425 ACRN DN (OPN) | | | |
| 410128 | R425 ACRN DP (RDT&E |) | | |
| 410129 | R425 ACRN DQ (RDT&E |) | | |
| 410130 | R425 ACRN DQ (RDT&E |) | | |
| 410131 | R425 ACRN DQ (RDT&E | | | |
| 410132 | R425 ACRN DQ (RDT&E | | | |
| 410133 | R425 ACRN DQ (RDT&E | | | |
| 410134 | R425 ACRN DQ (RDT&E | | | |
| 410135 | R425 ACRN DQ (RDT&E | | | |
| 410136 410137 | ACRN D R425 (O&MN,N) ACRN DU (OPN) | Г | | |

ACRN

(O&MN,N) ACRN

(O&MN,N) ACRN

(O&MN,N) ACRN

(O&MN,N) ACRN

(O&MN,N) ACRN

(O&MN,N)

410144 R425 ACRN EG (OPN) 410145 R425 ACRN EH (OPN)

410146 R425 ACRN EA (OPN)

410147 R425 ACRN DQ (RDT&E)

410138

410139

410140 R425

410141 R425

410142 R425

410143 R425

DV

 ${\tt ED}$

 $_{\rm EE}$

DY

EF

 DZ

| | | NTRACT NO 0178-04-D-4 | | DELIVERY O NS11 | RDER NO. | | AMEND | MENT/MO | ODIFICATION NO | PAGE 5 of 57 | FINAL |
|---------|-------|--------------------------|-------------|--------------------|-----------|-------|-------|---------|----------------|--------------------|----------|
| Item | PSC S | upplies/ | Services | | Qty | Unit | Est. | Cost | Fixed Fe | e CPFF | <u> </u> |
| | R425 | | | | | | | | | | |
| | R425 | | | | | | | | | | |
| | R425 | | | | | | | | | | |
| 410148 | R425 | ACRN EC | (RDT&E) | | | | | | | | |
| 410149 | R425 | ACRN EC | (RDT&E) | | | | | | | | |
| 410150 | R425 | ACRN EC | (RDT&E) | | | | | | | | |
| 410151 | R425 | ACRN EC | (RDT&E) | | | | | | | | |
| 410152 | R425 | ACRN EC | (RDT&E) | | | | | | | | |
| 410153 | R425 | ACRN EC | (RDT&E) | | | | | | | | |
| 410154 | R425 | ACRN (O&MN,N) | EJ | | | | | | | | |
| 410155 | R425 | ACRN (O&MN,N) | EK | | | | | | | | |
| 410156 | R425 | ACRN (O&MN,N) | EL | | | | | | | | |
| 410157 | R425 | ACRN (O&MN,N) | EM | | | | | | | | |
| 410158 | R425 | ACRN (O&MN,N) | EN | | | | | | | | |
| 410159 | R425 | ACRN (O&MN,N) | EP | | | | | | | | |
| 410160 | R425 | ACRN (O&MN, N) | EQ | | | | | | | | |
| 410161 | R425 | ACRN (O&MN, N) | ER | | | | | | | | |
| | | ACRN ES | (OPN) | | | | | | | | |
| For ODC | Items | 5: | | | | | | | | | |
| Item | PSC | Supplie | es/Services | • | | | | | Qty Unit | Est. Cost | : |
| | | | | | | | | | | | |
| 6001 | R425 | ODC in s | upport ofCl | LIN 4001 (| Fund Type | e - : | TBD) | | 1.0 LO | \$512 , 000 | .00 |
| 600101 | R425 | ACRN AA | (O&MN,N) | | | | | | | | |
| 600102 | R425 | ACRN AB | (O&MN,N) | | | | | | | | |
| 600103 | R425 | ACRN AJ | (O&MN,N) | | | | | | | | |

600104 R425 ACRN AG (OPN)

| Item | CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
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| | PSC | Supp | lie | s/Services | Qty | Unit E | Est. (| Cost |
|--------|--------|--------|-------|-------------------------------------|-----|--------|--------|-----------|
| 600105 | R425 | ACRN | AD | (OPN) | | | | |
| 600106 | R425 | ACRN | ΑE | (OPN) | | | | |
| 600107 | R425 | ACRN | AF | (OPN) | | | | |
| 600108 | R425 | ACRN | AM | (RDT&E) | | | | |
| 600109 | R425 | ACRN | AM | (RDT&E) | | | | |
| 600110 | R425 | ACRN | AS | (O&MN,N) | | | | |
| 600111 | R425 | ACRN | ΑT | (O&MN,N) | | | | |
| 600112 | R425 | ACRN | AU | (O&MN,N) | | | | |
| 600113 | R425 | ACRN | BK | (RDT&E) | | | | |
| 600114 | R425 | ACRN | СВ | (O&MN,N) | | | | |
| 600115 | R425 | ACRN | ВЈ | (RDT&E) | | | | |
| 6101 | R425 C | DDC ir | າ ຣູບ | pport ofCLIN 4101 (Fund Type - TBD) | 1.0 | LO | \$1,5 | 07,000.00 |
| | | Opt | ion | | | | | |
| 610101 | R425 | ACRN | CL | (O&MN, N) | | | | |
| 610102 | R425 | ACRN | DA | (RDT&E) | | | | |
| 610103 | R425 | ACRN | DB | (RDT&E) | | | | |
| 610104 | R425 | ACRN | DR | (RDT&E) | | | | |
| 610105 | R425 | ACRN | DR | (RDT&E) | | | | |
| 610106 | R425 | ACRN | DR | (RDT&E) | | | | |
| 610107 | R425 | ACRN | DR | (RDT&E) | | | | |
| 610108 | R425 | ACRN | DR | (RDT&E) | | | | |
| 610109 | R425 | ACRN | DR | (RDT&E) | | | | |
| 610110 | R425 | ACRN | DS | (RDT&E) | | | | |
| 610111 | R425 | ACRN | DS | (RDT&E) | | | | |
| 610112 | R425 | ACRN | DH | (O&MN, N) | | | | |
| 610113 | R425 | ACRN | DW | (RDT&E) | | | | |
| 610114 | R425 | ACRN | DX | (RDT&E) | | | | |
| 610115 | R425 | ACRN | DV | (O&MN, N) | | | | |
| 610116 | R425 | ACRN | DY | (O&MN, N) | | | | |
| 610117 | R425 | ACRN | DΖ | (O&MN,N) | | | | |

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610118 R425 ACRN EA (OPN)

610119 R425 ACRN DX (RDT&E)

610120 R425 ACRN EC (RDT&E)

610121 R425 ACRN EP (O&MN, N)

PSC Supplies/Services

Qty Unit Est. Cost

610122 R425 ACRN EM (O&MN, N)

610123 R425 ACRN DU (OPN)

For Cost Type Items:

Item PSC Supplies/Services

Qty Unit Est. Cost

Fixed Fee CPFF

R425 Labor -- FY 15 (Fund Type - TBD) 1.0 LO \$7,429,971.16 \$551,938.40 \$7,981,909.56 7201 720101 R425 ACRN ET (O&MN, N) 720102 R425 ACRN EU (O&MN, N) 720103 R425 ACRN EV (O&MN,N) 720104 R425 ACRN EW (O&MN, N) 720105 R425 ACRN EX (O&MN, N) 720106 R425 ACRN EY (O&MN, N) 720107 R425 ACRN EZ (O&MN,N) 720108 R425 ACRN FA (O&MN, N) 720109 R425 ACRN FB (O&MN, N) 720110 R425 ACRN FC (OPN) 720111 R425 ACRN FD (OPN) 720112 R425 ACRN FE (OPN) 720113 R425 ACRN FF (OPN) 720114 R425 ACRN FG (O&MN, N) R425 Labor -- FY 16 (Fund Type - TBD) 1.0 LO \$7,837,135.93 \$582,214.93 \$8,419,350.86 7301 Option 7401 R425 Labor -- FY 17 (Fund Type - TBD) 1.0 LO \$8,015,716.27 \$595,497.85 \$8,611,214.12 Option

For ODC Items:

| Item | PSC | Supplies/Services | Qty Unit | Est. Cost |
|--------|------|--|----------|--------------|
| 9201 | R425 | ODC in support ofCLIN 7201 (Fund Type - TBD) | 1.0 LO | \$172,000.00 |
| 920101 | R425 | ACRN FG (O&MN, N) | | |
| 9301 | R425 | ODC in support ofCLIN 7301 (Fund Type - TBD) | 1.0 LO | \$172,000.00 |
| | | Option | | |
| 9401 | R425 | ODC in support ofCLIN 7401 (Fund Type - TBD) | 1.0 LO | \$172,000.00 |
| | | Option | | |

AMENDMENT/MODIFICATION NO.

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DELIVERY ORDER NO.

NS11

B-1 ADDITIONAL SLINS

CONTRACT NO.

N00178-04-D-4067

Item

The Contracting Officer may unilaterally create additional SLINs to accommodate allotment of funds during performance of this task order

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

(a) Total Estimated Hours.

The total estimated 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 are as follows:

| PERIOD | ESTIMATED DIRECT LABOR HOURS |
|------------------------------------|---------------------------------|
| 01 OCTOBER 2012 – 31 AUGUST 2013 | 103,332 |
| 01 SEPTEMBER 2013 – 31 AUGUST 2014 | 93,430 |
| 01 SEPTEMBER 2014 – 31 AUGUST 2015 | 104,720 |
| 01 SEPTEMBER 2015 – 31 AUGUST 2016 | 108,000 |
| 01 SEPTEMBER 2016 – 31 AUGUST 2017 | 108,000 |

The total estimated hours of direct labor include uncompensated overtime labor hours as follows:

| PERIOD | ESTIMATED UNCOMPENSATED OVERTIME HOURS | |
|------------------------------------|--|--|
| 01 OCTOBER 2012 – 31 AUGUST 2013 | TBD | |
| 01 SEPTEMBER 2013 – 31 AUGUST 2014 | TBD | |

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| 01 SEPTEMBER 2014 – 31 AUGUST 2015 | TBD |
|------------------------------------|-----|
| 01 SEPTEMBER 2015 – 31 AUGUST 2016 | TBD |
| 01 SEPTEMBER 2016 – 31 AUGUST 2017 | TBD |

(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

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of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

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

(d) Payment of Fee.

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

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

| PERIOD | CLIN | FIXED FEE | HOURS | FEE PER DIRECT LABOR HOUR |
|------------|------|--------------|---------|---------------------------------|
| BASE YEAR | 4001 | \$520,457.15 | 103,332 | \$5.04 |
| OPTION I | 4101 | \$481,532.48 | 93,430 | \$5.15 |
| OPTION II | 7201 | \$551,938.40 | 104,720 | \$5.27 |
| OPTION III | 7301 | \$582,214.93 | 108,000 | \$5.39 |
| OPTION IV | 7401 | \$595,497.85 | 108,000 | \$5.51 |

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

B-3 LIMITATION OF LIABILITY - INCREMENTAL FUNDING

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

ITEM(S) AMOUNT ALLOTTED (COST AND FEE)

4001 \$7,526,744.32 (COST - \$7,006,287.17; FEE - \$520,457.15)

6001 \$507,022.31

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| OPTION YEAR 1 (FY14) | | |
|----------------------|--|--|
|----------------------|--|--|

| ITEMS | ALLOTTED TO FEE (7.43%) | PERIOD OF PERFORMANCE |
|--------|-------------------------|--------------------------|
| 410101 | \$3,453.49 | 9/01-2013 thru 8/31/2014 |
| 410102 | \$11,409.52 | 9/01-2013 thru 8/31/2014 |
| 410103 | \$2,010.50 | 9/01-2013 thru 8/31/2014 |
| 410104 | \$380.18 | 9/01-2013 thru 8/31/2014 |
| 410105 | \$1,926.27 | 9/01-2013 thru 8/31/2014 |
| 410106 | \$1,728.72 | 9/01-2013 thru 8/31/2014 |
| 410107 | \$6,914.86 | 9/01-2013 thru 8/31/2014 |
| 410108 | \$4,632.96 | 9/01-2013 thru 8/31/2014 |
| 410109 | \$3,053.12 | 9/01-2013 thru 8/31/2014 |
| 410110 | \$1,302.00 | 9/01-2013 thru 8/31/2014 |
| 410111 | \$435.64 | 9/01-2013 thru 8/31/2014 |
| 410112 | \$345.74 | 9/01-2013 thru 8/31/2014 |
| 410113 | \$37,850.21 | 9/01-2013 thru 8/31/2014 |
| 410114 | \$484.04 | 9/01-2013 thru 8/31/2014 |
| 410115 | \$352.66 | 9/01-2013 thru 8/31/2014 |
| 410116 | \$30,542.40 | 9/01-2013 thru 8/31/2014 |
| 410117 | \$6,638.27 | 9/01-2013 thru 8/31/2014 |
| 410118 | \$2,074.46 | 9/01-2013 thru 8/31/2014 |
| 410119 | \$2,420.20 | 9/01-2013 thru 8/31/2014 |
| 410120 | \$11,202.08 | 9/01-2013 thru 8/31/2014 |

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| | , , , , , , , , , , , , , , , , , , , |
|--------|---------------------------------------|
| 410121 | \$9,702.52 9/01-2013 thru 8/31/2014 |
| 410122 | \$5,531.89 9/01-2013 thru 8/31/2014 |
| 410123 | \$5,186.15 9/01-2013 thru 8/31/2014 |
| 410124 | \$1,244.68 9/01-2013 thru 8/31/2014 |
| 410125 | \$11,202.08 9/01-2013 thru 8/31/2014 |
| 410126 | \$21,540.01 9/01-2013 thru 8/31/2014 |
| 410127 | \$13,829.73 9/01-2013 thru 8/31/2014 |
| 410128 | \$8,788.49 9/01-2013 thru 8/31/2014 |
| 410129 | \$28,197.80 9/01-2013 thru 8/31/2014 |
| 410130 | \$33,421.82 9/01-2013 thru 8/31/2014 |
| 410131 | \$10,372.30 9/01-2013 thru 8/31/2014 |
| 410132 | \$13,829.73 9/01-2013 thru 8/31/2014 |
| 410133 | \$6,154.23 9/01-2013 thru 8/31/2014 |
| 410134 | \$6,223.38 9/01-2013 thru 8/31/2014 |
| 410135 | \$2,765.95 9/01-2013 thru 8/31/2014 |
| 410136 | \$4,356.36 9/01-2013 thru 8/31/2014 |
| 410137 | \$28,074.35 9/01-2013 thru 8/31/2014 |
| 410138 | \$3,111.69 9/01-2013 thru 8/31/2014 |
| 410139 | \$3,457.43 9/01-2013 thru 8/31/2014 |
| 410140 | \$6,914.869/01-2013 thru 8/31/2014 |
| 410141 | \$43,909.389/01-2013 thru 8/31/2014 |
| 410142 | \$4,148.929/01-2013 thru 8/31/2014 |
| 410143 | \$3,111.699/01-2013 thru 8/31/2014 |
| 410144 | \$6,707.429/01-2013 thru 8/31/2014 |
| 410145 | \$1,659.579/01-2013 thru 8/31/2014 |
| | |

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| TOTAL FEE ALLOTTED TO CLIN 4101 | \$466,906.26 | |
|------------------------------------|--------------|--------------------------|
| 410162 | 6,916.13 | 9/01-2013 thru 8/31/2014 |
| 410161 | , | 9/01-2013 thru 8/31/2014 |
| 410160 | \$1,383.23 | 9/01-2013 thru 8/31/2014 |
| 410159 | \$3,250.58 | 9/01-2013 thru 8/31/2014 |
| 410158 | \$1,521.55 | 9/01-2013 thru 8/31/2014 |
| 410157 | \$16,021.63 | 9/01-2013 thru 8/31/2014 |
| 410156 | \$691.61 | 9/01-2013 thru 8/31/2014 |
| 410155 | \$3,157.21 | 9/01-2013 thru 8/31/2014 |
| 410154 | \$2,213.16 | 9/01-2013 thru 8/31/2014 |
| 410153 | \$0.00 | 9/01-2013 thru 8/31/2014 |
| 410152 | \$0.00 | 9/01-2013 thru 8/31/2014 |
| 410151 | \$0.00 | 9/01-2013 thru 8/31/2014 |
| 410150 | \$0.00 | 9/01-2013 thru 8/31/2014 |
| 410149 | \$0.00 | 9/01-2013 thru 8/31/2014 |
| 410148 | \$9,334.15 | 9/01-2013 thru 8/31/2014 |
| 410147 | \$1,797.86 | 9/01-2013 thru 8/31/2014 |
| 410146 | \$864.36 | 9/01-2013 thru 8/31/2014 |

4101 and 6101

| OPTION YEAR 1 (FY14) | | |
|----------------------|--------------|--------------------------|
| ITEMS | | PERIOD OF PERFORMANCE |
| 410101 | \$46,489.51 | 9/01-2013 thru 8/31/2014 |
| 410102 | \$153,590.48 | 9/01-2013 thru 8/31/2014 |
| 410103 | \$27,064.50 | 9/01-2013 thru 8/31/2014 |
| 410104 | \$5,117.82 | 9/01-2013 thru 8/31/2014 |
| 410105 | \$25,930.73 | 9/01-2013 thru 8/31/2014 |

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| 410106 | \$23,271.28 9/01-2013 thru 8/31/2014 |
|--------|--------------------------------------|
| 410107 | \$93,085.149/01-2013 thru 8/31/2014 |
| 410108 | \$62,367.049/01-2013 thru 8/31/2014 |
| 410109 | \$41,099.889/01-2013 thru 8/31/2014 |
| I | |
| 410110 | \$17,527.009/01-2013 thru 8/31/2014 |
| 410111 | \$5,864.369/01-2013 thru 8/31/2014 |
| 410112 | \$4,654.269/01-2013 thru 8/31/2014 |
| 410113 | \$509,524.469/01-2013 thru 8/31/2014 |
| 410114 | \$6,515.969/01-2013 thru 8/31/2014 |
| 410115 | \$4,747.34 9/01-2013 thru 8/31/2014 |
| 410116 | \$411,149.609/01-2013 thru 8/31/2014 |
| 410117 | \$89,361.739/01-2013 thru 8/31/2014 |
| 410118 | \$27,925.54 9/01-2013 thru 8/31/2014 |
| 410119 | \$32,579.809/01-2013 thru 8/31/2014 |
| 410120 | \$150,797.929/01-2013 thru 8/31/2014 |
| 410121 | \$130,611.489/01-2013 thru 8/31/2014 |
| 410122 | \$74,468.119/01-2013 thru 8/31/2014 |
| 410123 | \$69,813.859/01-2013 thru 8/31/2014 |
| 410124 | \$16,755.32 9/01-2013 thru 8/31/2014 |
| 410125 | \$150,797.929/01-2013 thru 8/31/2014 |
| 410126 | \$289,962.999/01-2013 thru 8/31/2014 |
| 410127 | \$186,170.279/01-2013 thru 8/31/2014 |
| 410128 | \$118,307.139/01-2013 thru 8/31/2014 |
| 410129 | \$379,587.609/01-2013 thru 8/31/2014 |
| 410130 | \$449,911.189/01-2013 thru 8/31/2014 |
| 410131 | \$139,627.709/01-2013 thru 8/31/2014 |
| 410132 | \$186,170.279/01-2013 thru 8/31/2014 |
| 410133 | \$82,845.77 9/01-2013 thru 8/31/2014 |
| | |

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|----------|---------------------------------------|
| 410134 | \$83,776.629/01-2013 thru 8/31/2014 |
| 410135 | \$37,234.05 9/01-2013 thru 8/31/2014 |
| 410136 | \$58,643.649/01-2013 thru 8/31/2014 |
| 410137 | \$377,925.659/01-2013 thru 8/31/2014 |
| 410138 | \$41,888.319/01-2013 thru 8/31/2014 |
| 410139 | \$46,542.57 9/01-2013 thru 8/31/2014 |
| 410140 | \$93,085.149/01-2013 thru 8/31/2014 |
| 410141 | \$591,090.629/01-2013 thru 8/31/2014 |
| 410142 | \$55,851.089/01-2013 thru 8/31/2014 |
| 410143 | \$41,888.319/01-2013 thru 8/31/2014 |
| 410144 | \$90,292.589/01-2013 thru 8/31/2014 |
| 410145 | \$22,340.43 9/01-2013 thru 8/31/2014 |
| 410146 | \$11,635.64 9/01-2013 thru 8/31/2014 |
| 410147 | \$24,202.14 9/01-2013 thru 8/31/2014 |
| 410148 | \$125,627.859/01-2013 thru 8/31/2014 |
| 410149 | \$0.009/01-2013 thru 8/31/2014 |
| 410150 | \$0.009/01-2013 thru 8/31/2014 |
| | |
| 410151 | \$0.00 9/01-2013 thru 8/31/2014 |
| 410152 | \$0.00 9/01-2013 thru 8/31/2014 |
| 410153 | \$0.009/01-2013 thru 8/31/2014 |
| 410154 | \$29,786.849/01-2013 thru 8/31/2014 |
| 410155 | \$42,492.799/01-2013 thru 8/31/2014 |
| 410156 | \$9,308.399/01-2013 thru 8/31/2014 |
| 410157 | \$215,634.37 9/01-2013 thru 8/31/2014 |
| 410158 | \$20,478.45 9/01-2013 thru 8/31/2014 |
| 410159 | \$43,749.42 9/01-2013 thru 8/31/2014 |
| 410160 | \$18,616.77 9/01-2013 thru 8/31/2014 |
| 410161 | \$96,299.929/01-2013 thru 8/31/2014 |
| 410162 | \$93,083.87 9/01-2013 thru 8/31/2014 |
| | · |

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| TOTAL COST ALLOTTED TO CLIN 4101 | \$6,285,169.42 | |
|-------------------------------------|----------------|--------------------------|
| 610101 | \$10,000.00 | 9/01-2013 thru 8/31/2014 |
| 610102 | \$250,280.00 | 9/01-2013 thru 8/31/2014 |
| 610103 | \$299,720.00 | 9/01-2013 thru 8/31/2015 |
| 610104 | \$55,500.00 | 9/01-2013 thru 8/31/2014 |
| 610105 | \$387,000.00 | 9/01-2013 thru 8/31/2014 |
| 610106 | \$30,000.00 | 9/01-2013 thru 8/31/2015 |
| 610107 | \$14,000.00 | 9/01-2013 thru 8/31/2014 |
| 610108 | \$6,000.00 | 9/01-2013 thru 8/31/2014 |
| 610109 | \$5,000.00 | 9/01-2013 thru 8/31/2014 |
| 610110 | \$9,000.00 | 9/01-2013 thru 8/31/2014 |
| 610111 | \$5,000.00 | 9/01-2013 thru 8/31/2014 |
| 610112 | \$10,500.00 | 9/01-2013 thru 8/31/2014 |
| 610113 | \$229,008.92 | 9/01-2013 thru 8/31/2014 |
| 610114 | \$19,752.45 | 9/01-2013 thru 8/31/2014 |
| 610115 | \$5,000.00 | 9/01-2013 thru 8/31/2014 |
| 610116 | \$15,000.00 | 9/01-2013 thru 8/31/2014 |
| 610117 | \$5,000.00 | 9/01-2013 thru 8/31/2014 |
| 610118 | \$12,500.00 | 9/01-2013 thru 8/31/2014 |
| 610119 | \$0.00 | 9/01-2013 thru 8/31/2014 |
| 610120 | \$0.00 | 9/01-2013 thru 8/31/2014 |
| 610121 | \$10,000.00 | 9/01-2013 thru 8/31/2014 |
| 610122 | \$10,400.00 | 9/01-2013 thru 8/31/2014 |
| 610123 | \$19,000.00 | 9/01-2013 thru 8/31/2014 |
| TOTAL COST ALLOTTED TO CLIN 6101 | \$1,407,661.37 | |

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7201

| OPTION YEAR 2 (FY15) | | |
|---------------------------------|-------------------------|-----------------------------|
| ITEMS | ALLOTTED TO FEE (7.43%) | PERIOD OF PERFORMANCE |
| 72010 | \$1,348.40 | 9/01-2014 thru 8/31/2015 |
| 72010 | 2 \$37,986.82 | 9/01-2014 thru 8/31/2015 |
| 72010 | 3 \$3,884.84 | 9/01-2014 thru 8/31/2015 |
| 72010 | \$1,694.28 | 9/01-2014 thru 8/31/2015 |
| 72010 | \$21,482.76 | 9/01-2014 thru 8/31/2015 |
| 72010 | \$19,804.18 | 9/01-2014 thru 8/31/2015 |
| 72010 | \$53,607.37 | 9/01-2014 thru 8/31/2015 |
| 72010 | 8 \$15,058.57 | 9/01-2014 thru 8/31/2015 |
| 72010 | 9 \$11,893.57 | 9/01-2014 thru 8/31/2015 |
| 72011 | 0 \$10,752.62 | 9/01-2014 thru 8/31/2015 |
| 72011 | 1 \$14,659.52 | 9/01-2014 thru 8/31/2015 |
| 72011 | 2 \$11,340.38 | 9/01-2014 thru 8/31/2015 |
| 72011 | 3 \$11,148.08 | 9/01-2014 thru 8/31/2015 |
| 72011 | 4 \$52,701.24 | 9/01-2014 thru 8/31/2015 |
| FOTAL FEE ALLOTTED TO CLIN 7201 | \$267,362.63 | |

7201 and 9201

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| OPTION YEAR 2 (FY15) | | |
|-------------------------------------|---------------------|-----------------------------|
| ITEMS | ALLOTTED TO COST | PERIOD OF PERFORMANCE |
| 72010 | \$18,151.60 | 9/01-2014 thru 8/31/2015 |
| 720102 | \$511,363.18 | 9/01-2014 thru 8/31/2015 |
| 720103 | \$52,296.16 | 9/01-2014 thru 8/31/2015 |
| 720104 | \$22,807.72 | 9/01-2014 thru 8/31/2015 |
| 720105 | \$289,192.24 | 9/01-2014 thru 8/31/2015 |
| 720106 | \$266,595.82 | 9/01-2014 thru 8/31/2015 |
| 720107 | 7 \$721,640.63 | 9/01-2014 thru 8/31/2015 |
| 720108 | \$202,712.43 | 9/01-2014 thru 8/31/2015 |
| 720109 | \$160,106.43 | 9/01-2014 thru 8/31/2015 |
| 720110 | \$144,747.38 | 9/01-2014 thru 8/31/2015 |
| 72011 | 1 \$197,340.48 | 9/01-2014 thru 8/31/2015 |
| 72011: | 2 \$152,659.62 | 9/01-2014 thru 8/31/2015 |
| 72011: | \$150,070.92 | 9/01-2014 thru 8/31/2015 |
| 720114 | \$709,442.76 | 9/01-2014 thru 8/31/2015 |
| TOTAL COST ALLOTTED TO CLIN 7201 | \$3,599,127.37 | |

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| 920101 | \$20,000.00 | 9/01-2014 thru 8/31/2015 |
|-------------------------------------|-------------|-----------------------------|
| | | |
| TOTAL COST ALLOTTED TO CLIN 9201 | \$20,000.00 | |
| | | |

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

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 Exhibit A Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

The Government will evaluate the Contractor's performance in accordance with Attachment No. 3 Quality Assurance Surveillance Plan

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

The work to be performed under this contract as delineated in Attachment No. 4 DD Form 254 involves access to and handling of classified material up to and including SECRET

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

C-4 INFORMATION ASSURANCE (IA)

The Contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving Contractor

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performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.

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

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

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day
President's Day
Third Monday in January
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 anadministrative 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 foremployees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

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

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

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- (b)In furtherance of the Navy's drug control program, unannounced periodic inspections of thefollowing nature may be conducted by installation security authorities:
- (1) Routine inspection of Contractor occupied workspaces.
- (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 navalinstallation 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 militaryvessel/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 ofthe drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-7 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

- (a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:
- X The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the Contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

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Compliance with the EIT Accessibility Standards would impose an undue burden on the agency. The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

C-8 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.

GOVERN CELL AROR GAREGORY

(d) List of Key Personnel

.

| <u>NAME</u> | CONTRACT LABOR CATEGORY | |
|-------------|-------------------------|--|
| | | |
| | | |
| | | |
| | | |
| | | |

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- (e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.
- (f) If the Offeror wishes to add personnel to be used in a labor category then the procedures outlined in paragraph (c) above shall be employed. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer's Representative

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 Contracting Officer's Representative or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001 10/1/2012 - 8/31/2013 4101 - 8/31/2015 92019/1/2014 - 8/31/2015

9/1/2013 - 8/31/2014 6001 10/1/2012 - 8/31/2013 7201

9/1/2014

F-1 PERIODS OF PERFORMANCE (DEC 1999)

| BASE YEAR | 01 OCTOBER 2012 – 31 AUGUST 2013 | |
|------------|------------------------------------|--|
| OPTION I | 01 SEPTEMBER 2013 – 31 AUGUST 2014 | |
| OPTION II | 01 SEPTEMBER 2014 – 31 AUGUST 2015 | |
| OPTION III | 01 SEPTEMBER 2015 – 31 AUGUST 2016 | |
| OPTION IV | 01 SEPTEMBER 2016 – 31 AUGUST 2017 | |

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

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

SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

- (a) 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 the15th of the following month to the Contracting Officer's Representative. This submission may be to a central website.
- (b) In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:
 - (1) Period Covered by Report
 - (2) Significant Accomplishments Description of the technical progress made during that period.
 - (3) Significant Issues
 - (4) 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. (5) Travel Activity
- (c) The Contractor shall provide emergent reports at the request of the task order Contracting Officer or Contracting Officer's Representative.

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

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

252.204-0012 The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a COST-PLUS-FIXED-FEE (TERM) task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008) (SPAWAR G-300 (VARIATION))

- (a) Invoices for services rendered under this task order shall be submitted electronically throughthe Wide Area Work Flow-Receipt and Acceptance (WAWF). The Contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their Cage Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at https://wawf.eb.mil. Vendor training is available on the internet at https://wawftraining.eb.mil. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.
- (d) A separate invoice will be prepared no more frequently than for every two weeks. Do notcombine the payment claims for services provided under this contract.
- (e) The following information is provided for completion of the invoice in WAWF:

| WAWF Invoice Type ¹ | Insert Contract Invoice Type |
|--------------------------------|------------------------------|
|--------------------------------|------------------------------|

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| Issuing Office DODAAC | N00039 |
|---|---|
| Admin DODAAC: | Insert the UIC of the contract administering office (Block 6 of DD1155) |
| Inspector DODAAC (if applicable) | N00039 |
| Acceptor DODAAC: | N00039 |
| *LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay) | Insert the UIC of the certifying activity (Block 14 of DD1155) |
| DCAA Auditor DoDAAC 2: | Insert the UIC of the DCAA Auditor |
| Service Approver DoDAAC ² : | N00039 |
| PAY DODAAC: | Insert the UIC of the paying DFAS activity (Block 12 of DD1155) |

¹ Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

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

| Send Additional E-mail Notification To: | |
|---|--|
| milton.martinez@navy.mil | |
| marializa.isorena@navy.mil | |
| jennifer.tsui@navy.mil | |

G-5 ACTIVITY OMBUDSMAN

CDR Brad Vetting
Assistant Deputy Director for Contracts
Space and Naval Warfare Systems Command

² Only applies to cost vouchers.

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

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4301 Pacific Highway, San Diego CA 92110 (619) 524-7598 brad.vetting@navy.mil

G-6 CONTRACTING OFFICER'S REPRESENTATIVE

Milton Martinez
Shore Principal Installation Manager, Fleet Readiness
Space and Naval Warfare Systems Command
4301 Pacific Highway, San Diego CA 92110
(619) 524-7290
milton.martinez@navy.smil.mil

G-7 RESERVED

G-8 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (SPAWAR G-321)

- (a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the Contractor's performance information on a given contract during a specific period of time. Additional information is available at http://www.cpars.navy.mil/.
- (b) After contract award, the Contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the Contractor shall provide in writing (or via email) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the Contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID PR Number Amount

BASE Funding 0.00

Cumulative Funding 0.00

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400101 1300311102 50500.00 LLA: AA 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00001458463

CIN 130031110200001

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AB 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10001458463

CIN 130031110200002

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AC 1731810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A20001458463

CIN 130031110200003

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CIN 130031110200004

400105 1300311102 39000.00 LLA:

AE 1731810 M2NS 252 00039 0 050120 2D 000000 COST CODE: A40001458463

CIN 130031110200005

400106 1300311102 63000.00 LLA:

AF 1731810 M25E 252 00039 0 050120 2D 000000 COST CODE: A50001458463

CIN 130031110200006

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AG 1731810 M2PO 252 00039 0 050120 2D 000000 COST CODE: A60001458463

CIN 130031110200007

400108 1300311102 151000.00 LLA:

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CIN 130031110200008

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CIN 130031110200009

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LLA :

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CIN 130031110200011

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411

CIN 130031110200014

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400115 1300311102 140000.00 LLA:

411

CIN 130031110200015

400116 1300311102 60000.00 LLA:

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CIN 130031110200016

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AN 1711810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B10001458463

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CIN 130031110200018

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A10001458463

CIN 130031110200019

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1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE:

A80001458463

CIN 130031110200020

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A60001458463

CIN 130031110200021

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A30001458463

CIN 130031110200022

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AE 1731810 M2NS 252 00039 0 050120 2D 000000 COST CODE: A40001458463

CIN 130031110200023

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CIN 130031110200024

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CIN 130031110200025

600109 1300311102 10000.00 LLA:

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411

CIN 130031110200026

MOD 01 Funding 1801799.00 Cumulative Funding 1801799.00

MOD 02

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CIN 130032215500004: \$232,350.00

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AT 1731804 5T6M 252 00039 0 050120 2D 000000 A40001532570 CIN
130032215500005: \$131,000.00

400123 1300322155 245000.00 LLA :
AU 1731810 M25F 252 00039 0 050120 2D 000000 A50001532570
CIN 130032215500006: \$245,000.00

400124 1300322155 127000.00 LLA:
AV 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 201760400040604880C00 044
411 CIN 130032215500007:
\$127,000.00

600110 1300322155 4000.00 LLA:
AS 1731804 5C6C 252 00039 0 050120 2D 000000 A30001532570 CIN
130032215500008: \$4,000.00

600111 1300322155 5000.00 LLA:
AT 1731804 5T6M 252 00039 0 050120 2D 000000 A40001532570 CIN
130032215500009: \$5,000.00

600112 1300322155 5000.00

LLA :

AU 1731810 M25F 252 00039 0 050120 2D 000000 A50001532570 CIN 130032215500010: \$5,000.00

MOD 02 Funding 922422.00 Cumulative Funding 2724221.00

MOD 03 Funding 0.00 Cumulative Funding 2724221.00

MOD 04

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400126 1300337190 52506.00 LLA: AX 1731804 60CC 252 4582A H 060951 2D C0027W COST CODE: 40273337QUEQ CIN 130033719000002 CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE NS11 18 32 of 57

MOD 04 Funding 363506.00 Cumulative Funding 3087727.00

MOD 05

400127 1300346977 48700.00 LLA:

AY 1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00001703606

CIN 130034697700001

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AZ 1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10001703606

CIN 130034697700002

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CIN 130034697700003

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CIN 130034697700004

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CIN 130034697700005

400132 1300346977 50000.00 LLA : BD 1731804 5C1C

252 00039 0 050120 2D 000000 COST CODE: A50001703606

CIN 130034697700006

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252 00039 0 050120 2D 000000 COST CODE: A60001703606

CIN 130034697700007

400134 1300346977 15700.00 LLA: BF 1731804 5C5C

252 00039 0 050120 2D 000000 COST CODE: A70001703606

CIN 130034697700008

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BG 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A80001703606 CIN 130034697700009

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BH 1731810 M21R 252 00039 0 050120 2D 000000 COST CODE: A90001703606

CIN 130034697700010

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BJ 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 245600400040604880C00 044

411

CIN 130034697700011

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411

CIN 130034697700012

MOD 05 Funding 1432683.00 Cumulative Funding 4520410.00

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400138 1300355613 11700.00 LLA: BL 1731810 52NU 252 00039 0 050120 2D 000000 COST CODE: A00001764015

CIN 130035561300001

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CIN 130035561300002

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CIN 130035561300003

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CIN 130035561300005

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BR 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A50001764015

CIN 130035561300006

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BS 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A60001764015

CIN 130035561300007

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BT 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A70001764015

CIN 130035561300008

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CIN 130035561300009

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BV 1731804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A90001764015

CIN 130035561300010

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BW 1731804 5U7N 252 00039 0 050120 2D 000000 COST CODE: B00001764015

CIN 130035561300011

400149 1300355613 41200.00 LLA:

BX 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: B10001764015

CIN 130035561300012

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CIN 130035561300013

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BZ 1731804 5C5C 252 00039 0 050120 2D 000000 COST CODE: B30001764015

CIN 130035561300014

400152 1300355613 11000.00 LLA:

CA 1731804 5B5B 252 00039 0 050120 2D 000000 COST CODE: B40001764015

CIN 130035561300015

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400153 1300355613 230499.04

CB 1731804 5FIT 252 00039 0 050120 2D 000000 COST CODE: B50001764015

CIN 130035561300016

400154 1300355613 125000.00 LLA

CC 1731804 5C6C 252 00039 0 050120 2D 000000 COST CODE: B60001764015

CIN 130035561300018

600106 1300311102 (4937.00) LLA:

AE 1731810 M2NS 252 00039 0 050120 2D 000000 COST CODE: A40001458463

CIN 130031110200023

600107 1300311102 (5000.00) LLA:

AF 1731810 M25E 252 00039 0 050120 2D 000000 COST CODE: A50001458463

CIN 130031110200024

600112 1300322155 (4779.00) LLA:

AU 1731810 M25F 252 00039 0 050120 2D 000000 A50001532570 CIN

130032215500010: \$5,000.00

600114 1300355613 42139.31 I

CB 1731804 5FIT 252 00039 0 050120 2D 000000 COST CODE: B50001764015 CIN

130035561300017

MOD 06 Funding 874642.35

Cumulative Funding 5395052.35

MOD 07

400155 1300362767 4779.00 LLA : CD

1731810 M25F 252 00039 0 050120 2D 000000 COST CODE:

A00001809138

CIN 130036276700001

400156 1300362767 4937.00 LLA:

CE 1731810 M2NS 252 00039 0 050120 2D 000000 COST CODE: A10001809138 CIN 130036276700002

400157 1300362767 5000.00 LLA:

CF 1731810 M25E 252 00039 0 050120 2D 000000 COST CODE: A20001809138

CIN 130036276700003

400158 1300362767 51400.00 LLA:

CG 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A30001809138

CIN 130036276700004

400159 1300362767 1992968.28 LLA:

CH 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 270430400040604880C00 044

411

CIN 130036276700005

400160 1300362767 579630.00 LLA:

CJ 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 253930400040604880C00 044

411

CIN 130036276700006

MOD 07 Funding 2638714.28 Cumulative Funding 8033766.63 CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE NO. NS11 18 35 of 57

MOD 08

400137 1300346977 (340000.00) LLA:

BJ 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 245600400040604880C00 044

411

CIN 130034697700011

600115 1300346977 340000.00 LLA:

BJ 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 245600400040604880C00 044

411

CIN 130034697700013

MOD 08 Funding 0.00

Cumulative Funding 8033766.63

MOD 09

410101 1300375315 49943.00 LLA:

CK 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00001883154

CIN 130037531500001

410102 1300375315 165000.00 LLA:

CL 1731804 60CT 252 57007 068892 2D CW6018 COST CODE: 570073WN672Q

CIN 130037531500002

410103 1300375315 29075.00 LLA:

CM 1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10001883154

CIN 130037531500003

410104 1300375315 5498.00 LLA:

CN 1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20001883154

CIN 130037531500004

410105 1300375315 27857.00 LLA:

CP 1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A30001883154

CIN 130037531500006

410106 1300375315 25000.00 LLA:

CQ 1731810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A40001883154

CIN 130037531500007

610101 1300375315 10000.00 LLA:

CL 1731804 60CT 252 57007 068892 2D CW6018 COST CODE: 570073WN672Q

CIN 130037531500005

MOD 09 Funding 312373.00

Cumulative Funding 8346139.63

MOD 10

400159 1300362767 (1539066.67) LLA:

CH 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 270430400040604880C00 044

411

CIN 130036276700005

400160 1300362767 (453901.33) LLA:

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CJ 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 253930400040604880C00 044 411

CIN 130036276700006

410107 1300378962 100000.00 LLA:

CR 1731810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A00001914117

CIN 130037896200001

410108 1300378962 67000.00 ThA:

CS 1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10001914117

CIN 130037896200002

410109 1300378962 44153.00 LLA:

CT 1731804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A20001914117

CIN 130037896200003

MOD 10 Funding -1781815.00 Cumulative Funding 6564324.63

MOD 11

410110 1300380594 18829.00 LLA:

CU 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00001936582

CIN 130038059400001

410111 1300380594 6300.00 LLA:

CV 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10001936582

CIN 130038059400002

410112 1300380594 5000.00 LLA:

CW 1731804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A20001936582

CIN 130038059400003

410113 1300380594 989066.67 LLA:

CX 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 270430400040604880C00 044

411 CIN

130038059400004

410114 1300380594 7000.00

LLA :

CY 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 201680400040604880C00 044

411

CIN 130038059400006

410115 1300380594 5100.00 LLA:

CZ 1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A30001936582

CIN 130038059400007

610102 1300380594 550000.00 LLA:

DA 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 270430400040604880C00 044

411

CIN 130038059400005

MOD 11 Funding 1581295.67 Cumulative Funding 8145620.30 CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE NO. NS11 18 37 of 57

410113 1300380594 (441692.00) LLA:

411

CIN 130038059400004

410116 1300384438 441692.00 LLA:

DB 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 295980400040604880C00 044

411

CIN 130038443800001

610102 1300380594 (299720.00) LLA:

DA 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 270430400040604880C00 044

411

CIN 130038059400005

610103 1300384438 299720.00 LLA:

DB 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 295980400040604880C00 044

411

CIN 130038443800002

 ${\tt MOD}$ 12 Funding 0.00 Cumulative

Funding 8145620.30

MOD 13

410117 1300387803 96000.00 LLA : DC

1741804 5C5C 252 00039 0 050120 2D 000000 COST CODE:

A00002005346

CIN 130038780300001

410118 1300387803 30000.00 LLA : DD

1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE:

A10002005346

CIN 130038780300002

410119 1300387803 35000.00 LLA : DE

1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE:

A20002005346

CIN 130038780300003

410120 1300387803 162000.00 LLA : DF

1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE:

A30002005346

CIN 130038780300004

410121 1300387803 140314.00 LLA:

DG 1741804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A40002005346

CIN 130038780300005

410122 1300387803 80000.00 LLA:

DH 1741804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A50002005346

CIN 130038780300006

410123 1300387803 75000.00 LLA:

DJ 1741810 M2JH 252 00039 0 050120 2D 000000 COST CODE: A60002005346

CIN 130038780300007

410124 1300387803 18000.00 LLA:

DK 1741810 M2NU 252 00039 0 050120 2D 000000 COST CODE: A70002005346

CIN 130038780300008

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410125 1300387803 162000.00 LLA:

DL 1741810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A80002005346

CIN 130038780300009

410126 1300387803 311503.00 LLA:

DM 1731810 M2NU 252 00039 0 050120 2D 000000 COST CODE: A90002005346

CIN 130038780300010

410127 1300387803 200000.00 LLA:

DN 1731810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B00002005346

CIN 130038780300011

410128 1300387803 127095.62 LLA:

DP 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 253930400040604880C00 044

411

CIN 130038780300012

410129 1300387803 407785.40 LLA:

DQ 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064299570400040604880 044

411

CIN 130038780300013

410130 1300387803 483333.00 LLA:

DQ 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064299570400040604880 044

411 CIN

130038780300014

410131 1300387803 150000.00 LLA:

DQ 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064299570400040604880 044

411

CIN 130038780300015

410132 1300387803 200000.00 LLA : DQ

9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00

064299570400040604880 044

411

CIN 130038780300016

410133 1300387803 89000.00 LLA:

DQ 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064299570400040604880 044

411 CIN

130038780300017

410134 1300387803 90000.00

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LLA :

DQ 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064299570400040604880 044 411

CIN 130038780300018

410135 1300387803 40000.00 LLA:

DQ 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064299570400040604880 044

411

CIN 130038780300019

610104 1300387803 55500.00 LLA:

DR 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044

411

CIN 130038780300020

610105 1300387803 387000.00 LLA:

DR 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044

411

CIN 130038780300021

610106 1300387803 30000.00 LLA:

DR 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044

411

CIN 130038780300022

610107 1300387803 14000.00 LLA:

DR 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044

411

CIN 130038780300023

610108 1300387803 6000.00 LLA:

DR 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044

411

CIN 130038780300024

610109 1300387803 5000.00 LLA:

DR 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044

411

CIN 130038780300025

610110 1300387803 9000.00 LLA:

DS 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB310HQ00 064299570400040604880 044

411 CIN

130038780300026

610111 1300387803 5000.00 LLA:

DS 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB310HQ00 064299570400040604880 044

411

CIN 130038780300027

610112 1300387803 10500.00 LLA : DH

1741804 5FIT 252 00039 0 050120 2D 000000 COST CODE:

A50002005346

CIN 130038780300028

MOD 13 Funding 3419031.02 Cumulative

Funding 11564651.32

MOD 14

410136 1300397459 63000.00

LLA :

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DT 1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A00002076089 CIN 130039745900001

410137 1300397459 406000.00 LLA:
DU 1721810 K5XG 252 FA610 0 068342 2D 000000 COST CODE: XG59A2520000
CIN 130039745900002

MOD 14 Funding 469000.00 Cumulative Funding 12033651.32

MOD 15

410138 1300400259 45000.00 LLA:
DV 1741804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A00002099551

CIN 130040025900003

610113 1300400259 229008.92 LLA:

DW 9713140400 2520 XWS PA68F Y 13A2FY 13 147100 00251HQ00063 253930400040604880C00 044

CIN 130040025900001

610114 1300400259 31714.60 LLA:

DX 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044

411

CIN 130040025900002

610115 1300400259 5000.00 LLA:

DV 1741804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A00002099551

CIN 130040025900004

MOD 15 Funding 310723.52 Cumulative Funding 12344374.84

MOD 16

410139 1300410049 50000.00 LLA:

ED 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00002180592

410140 1300410049 100000.00 LLA : EE

1741804 5C1C 252 00039 0 050120 2D 000000 COST CODE:

A10002180592

410141 1300410049 635000.00 LLA:

DY 1741804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A20002180592

410142 1300410049 60000.00 LLA : EF

1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE:

A30002180592

110143 1300410049 45000.00 LLA:

DZ 1741804 5FIT 252 00039 0 050120 2D 000000 COST CODE: B20002180592

410144 1300410049 97000.00 LLA : EG

1741810 M2JH 252 00039 0 050120 2d 000000 COST CODE:

B30002180592

410145 1300410049 24000.00 LLA:

EH 1741810 M2NU 252 00039 0 050120 2D 000000 COST CODE: B10002180592

410146 1300410049 12500.00

EA 1731810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B40002180592

410147 1300410049 26000.00 LLA:

DQ 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064299570400040604880 044 411

410148 1300410049 353962.00 LLA:

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044

411

LLA :

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410149 1300410049 30000.00 LLA:

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044

411

410150 1300410049 105000.00 LLA:

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044

411

410151 1300410049 26000.00 LLA:

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044

411

410152 1300410049 20000.00 LLA:

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044

411

410153 1300410049 10000.00 LLA:

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044

411

610116 1300410049 15000.00 LLA:

DY 1741804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A20002180592

610117 1300410049 5000.00 LLA

DZ 1741804 5FIT 252 00039 0 050120 2D 000000 COST CODE: B20002180592

610118 1300410049 12500.00 LLA:

EA 1731810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B40002180592

610119 1300410049 20037.85 LLA : EB

9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB310HQ00

064299570400040604880 044

411

610120 1300410049 10000.00 LLA : EC

9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00

064327830400040604880 044

411

MOD 16 Funding 1656999.85 Cumulative

Funding 14001374.69

MOD 17

410148 1300410049

(109000.00)

LLA :

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044

411

410149 1300410049

(30000.00)

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EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251H000 064327830400040604880 044 411

410150 1300410049 (105000.00) LLA :

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044 411

410151 1300410049 (26000.00)LLA :

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044 411

410152 1300410049 (20000.00)

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044 411

410153 1300410049 (10000.00)LLA :

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044 411

130042788100001 32000.00 LLA:

EJ 1741804 5C5C 252 00039 0 050120 2D 000000 COST CODE: A00002311219 A00002311219

130042788100002 410155 45650.00 LLA :

EK 1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A10002311219 A10002311219

410156 130042788100003 10000.00 LLA :

EL 1741804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A20002311219 A20002311219

410157 130042788100004 231656.00 LLA :

EM 1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A30002311219 A30002311219

410158 130042788100006 22000.00 LLA :

EN 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A50002311219 A50002311219

410159 130042788100007 47000.00

EP 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A60002311219 A60002311219

410160 130042788100008 20000.00 LLA :

EQ 1741804 60CT 252 57007 068892 2D CZN628 COST CODE: 570074WN672Q 570074WN672Q

410161 130042788100009 103455.00 LLA :

ER 1741804 KC6C 252 00025 W 068732 2D 01C6C0 COST CODE: AA004RC2091R AA004RC2091R 410162 130042788100010 100000.00

ES 1741810 M2W4 252 00039 0 050120 2D 000000 COST CODE: A70002311219 A70002311219 610121 130042788100011 10000.00 LLA : EP

1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE:

A60002311219 A60002311219

610122 130042788100012 10400.00

EM 1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A30002311219 A30002311219

MOD 17 Funding 332161.00 Cumulative Funding 14333535.69

MOD 18

411

410148 1300410049 (110000.00)LLA :

EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251H000 064327830400040604880 044 411

610114 1300400259 (11962.15)T.T.A :

DX 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044

CIN 130040025900002

610119 1300410049 (20037.85) T.T.A :

DX 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB210HQ00 064299570400040604880 044 411

610120 1300410049 (10000.00) T.T.A :

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EC 9714150400 2520 XWS D68PF Y 14ABAD X0 1FY141 571AB251HQ00 064327830400040604880 044 411

610123 130043271500001 19000.00 LLA : DU 1721810 K5XG 252 FA610 0 068342 2D 000000 COST CODE: XG59A2520000 XG59A2520000 720101 130044728200001 19500.00 ET 1741804 5C5C 252 00039 0 050120 2D 000000 COST CODE: A00002442417 A00002442417 720102 130044728200002 549350.00 LLA : EU 1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE: B60002442417 B60002442417 720103 130044728200003 56181.00 LLA : EV 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20002442417 A20002442417 720104 130044728200004 24502.00 EW 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A30002442417 A30002442417 720105 130044728200005 310675.00 LLA: EX 1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A40002442417 A40002442417 720106 130044728200006 286400.00 T.T.A : E.Y 1741804 5C6C 252 00039 0 050120 2D 000000 COST CODE: A50002442417 A50002442417 130044728200007 720107 775248.00 T₁T₁A : EZ 1741804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A60002442417 A60002442417 720108 130044728200008 217771.00 LLA : FA 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A70002442417 A70002442417 720109 130044728200009 172000.00 LLA : FB 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A80002442417 A80002442417 720110 130044728200010 155500.00 LLA : FC 1741810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A90002442417 CODE: A9000244241 720111 130044728200011 212000.00 LLA : FD 1741810 M2W4 252 00039 0 050120 2D 000000 COST CODE: D40002442417 D40002442417 720112 130044728200012 164000.00 TITIA : FE 1741810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: D60002442417 D60002442417 720113 130044728200013 161219.00 LLA: FF 1731810 M7YC 252 00039 0 050120 2D 000000 COST CODE: D70002442417 D70002442417 720114 130044802700001 762144.00 LLA : FG 1741804 KC6C 257 00025 X 068732 2D 01C6C0 COST CODE: AA004RC2101R AA004RC2101R 920101 130044802700002 20000.00 LLA: FG 1741804 KC6C 257 00025 X 068732 2D 01C6C0 COST CODE: AA004RC2101R AA004RC2101R

MOD 18 Funding 3753490.00 Cumulative Funding 18087025.69

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level ofperformance, 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 citationwill 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 atDFARS 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 Contracting Officer's Representative.

H-2 DATA RIGHTS

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

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

- (a) A Contractor picture badge may be issued to Contractor personnel by the SPAWARSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSYSCOM prior to completion of the picture badge request.
- (b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid Contractor picture badge and the completion of the Badge and Decal Record.
- (c) The Contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) At the completion of the contract, the Contractor shall forward to SPAWARSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

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

- (a) Contractor employees must be clearly identifiable while on Government property by wearingappropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they workfor whenever making contact with Government personnel by telephone or other electronic means.

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

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public.

Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

- (b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individualsemployed by SPAWAR support contractors and their subcontractors confidential business information submitted by the Contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the Offeror or Contractor and its subcontractors consent to a limited release of its confidential business information.
- (c) Circumstances where SPAWAR may release the Contractor's or subcontractors' confidentialbusiness 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.

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- (2) To SPAWAR contractors and subcontractors, and their employees tasked withassisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.
- (3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.
- (d) SPAWAR recognizes its obligation to protect the Contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:
 - (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),
 - (2) Access to confidential business information is restricted to individuals with a bonafide need to possess,
 - (3) Contractors, their subcontractors, and their employees who are granted access toconfidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,
 - (4) Contractors and their subcontractors having access to confidential business information haveagreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and
 - (5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs(c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) If SPAWAR satisfies the conditions listed in paragraph (d), the Contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the Contractor to the Government.
- (g) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts atany tier that requires the furnishing of confidential business information.

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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, RDT&E Annex).
 - (7) Program review Proposals.
 - (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
 - (9) Proposed Military Department Program Reductions (or Program Offsets).
 - (10) Tentative Issue Decision Memoranda.
 - (11) Program Decision Memoranda.
 - (12) Budgeting Phase.
 - (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
 - (14) Classified P1, R1 and C1.
 - (15) Program Budget Decisions and Defense Management Report Decisions.
 - (16) Reports Generated by the Automated Budget Review System (BRS).
 - (17) DD 1414 Base for Reprogramming.
 - (18) DD 1416 Report of Programs.
 - (19) Contract Award Reports.
 - (20) Congressional Data Sheets.
 - (21) Any other data or information identified by the Government as PPBS data or information.

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

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

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individual (including other members of the Contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the Contractor's organization), company or Government representative.

- (c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company, and subsidiaries (if any), and any financial interest they have in current or future systems and services being acquired by the Navy.
- (d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through task order (INSERT NUMBER) as the term PPBS is defined in Clause H-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

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pursuant to FAR 42.15. (3) resort to such other rights and remedies as provided for under this contract and under Federal law.

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

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

H-7 TECHNICAL INSTRUCTIONS

- (a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:
 - (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift workemphasis, fill in details and otherwise serve to accomplish the contractual statement of work.
 - (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.
- (b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scopeof the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

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.

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H-9 RESERVED

H-10 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252,239-7001) (JAN 2008)

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

Contractor shall meet the applicable information assurance certification requirements, including

- (1) DoD-approved information assurance workforce certification appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
- (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.
- (b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- (c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H-11 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;

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

(b) General

- (1) The costs for travel, subsistence, and lodging shall be reimbursed to the Contractoronly 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 anddesignated 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 themetropolitan 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.

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- (2) Costs for subsistence and lodging shall be paid to the Contractor only to the extentthat overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the Contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.
- (3) Reimbursement to the Contractor for per diem shall be limited to payments toemployees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The Contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

- (1) The Contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).
- (2) The Contractor agrees, in the performance of necessary travel, to use the lowest costmode 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,

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

(6) Definitions:

- (i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.
- (ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.
- (iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:
 - (a) is self-propelled and licensed to travel on the public highways;
 - (b) is designed to carry passengers or goods; and
 - (c) has four or more wheels or is a motorcycle or moped.
- (iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.
- (v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.
- (vi) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

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

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

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

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

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

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

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

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

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

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

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

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

H-12 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING NAVY ENTERPRISE RESOURCE PLANNING (ERP) MANAGEMENT SYSTEM (JAN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing and Navy ERP System, Contractor personnel shall contact the applicable Navy, Marine Corp Internet (NMCI), Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website at:

https://nmcicustomerreporting/CTR_Lookup/index.asp. Once an NMCI account has been established, the Contractor shall submit a request for Navy ERP access and the role required via the Contracting Officers Representative or Contracting Officer's Representative (COR/COR) to the Competency Role Mapping POC. The COR/COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) For this procedure, reference to the COR/COR shall mean the PCO for contracts that do not have a designated COR/COR. For directions on completing the SF85P, the Contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the Contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

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| | <u></u> | | | | (c) | For |

DoD Information Assurance Awareness training, please use this site: http://iase.disa.mil/index2.html

DIRECTIONS: On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52,217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor on orbefore the expiration of the task order.
- (b) If the Government exercises this option, the extended contract shall be considered to include thisoption clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall notexceed five (5) years.

I-2 SUBCONTRACTS (FAR 52.244-2) (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 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) and (d) of this clause.
- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -
 - (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
 - (2) Is fixed-price and exceeds
 - (i) For a contract awarded by the Department of Defense, the Coast Guard or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following contracts:

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ALL SUBCONTRACTS NOT EVALUATED DURING SOURCE SELECTION

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent if 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 CurrentCost or Pricing Data, if required by other provisions of this contract.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standardswhen 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;
- (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 effect of any such defective date on the total price negotiated;
- (F) The reasons for any significant differences 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 summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the ContractingOfficer 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.

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- (g) No subcontract or modification thereof placed under this contract shall provide for payment on acost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suitfiled and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

To be provided at task order award

Alternate I

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

I-3 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (DEC 2010)

(a) Definitions. As used in this clause-

"Covered subcontractor" means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items. "Subcontract" means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.

(b) The Contractor—

- (1) Agrees not to-
- (i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—
 - (A) Any claim under title VII of the Civil Rights Act of 1964; or
 - (B) Any tort related to or arising out of sexual assault or harassment, including assaultand battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

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- (ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—
 - (A) Any claim under title VII of the Civil Rights Act of 1964; or
 - (B) Any tort related to or arising out of sexual assault or harassment, including assaultand battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and
- (2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.
- (c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.
- (d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

I-4 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE

- (a) *Definition*. "Small business concern," as used in this clause, means a concern, including its affiliates, that 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.
- (b) General.
- (1) Offers are solicited only from small business concerns. Offers received from concerns that are notsmall business concerns shall be considered nonresponsive and will be rejected.
- (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) *Agreement*. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I-5 CLAUSES INCORPORATED BY REFERENCE

- 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
- 252.242-7005 Contractor Business Systems (MAY 2011)

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52.219-14 Limitations on Subcontracting (DEC 1996)

SECTION J LIST OF ATTACHMENTS

ATTACHMENT 1 PERFORMANCE WORK STATEMENT

ATTACHMENT 2 PERFORMANCE REQUIREMENTS SUMMARY MATRIX

ATTACHMENT 3 QUALITY ASSURANCE SURVEILLANCE PLAN

ATTACHMENT 4 DD FORM 254

EXHIBIT A CONTRACT DATA REQUIREMENTS LIST (Rev 21 May 2013)