

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 18		3. EFFECTIVE DATE 20-May-2010	4. REQUISITION/PURCHASE REQ. NO. PR 1300157651	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 ernest.fagan@navy.mil 619-524-7181		
7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		8. CODE S0514A		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS Technology, Inc 2243 San Diego Ave San Diego CA 92110		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-NS06
		10B. DATED (SEE ITEM 13) 01-Oct-2007
CAGE CODE 1BGW9	FACILITY CODE 159792662	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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) Jerry Loubek, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy M Fletcher, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jerry Loubek (Signature of person authorized to sign)	15C. DATE SIGNED 20-May-2010	16B. UNITED STATES OF AMERICA BY /s/Wendy M Fletcher (Signature of Contracting Officer)	16C. DATE SIGNED 20-May-2010

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to:

1. Correct the ACRNs identified under SLINs 6201-49 and 6201-50 on Mod 17 (correction for DFAS Contract Deficiency Report #C28795).
2. Deobligate funding from SLIN 420144 totaling      and SLIN 620142 totaling

Accordingly, said Task Order is modified as follows:

NOTE: Please disregard the reference to SLIN 110112 below. This is generated by SEAPORT and it cannot be deleted. There is no change to the Line of Accounting for SLIN 110112 in this modification.

The Line of Accounting information is hereby changed as follows:

110112:

From: BM SEE ATTACHED FAD SHEET

To: BM 1701319W3TP000RA91400683422D000000022970001WE0

620149:

From: DX 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A30000426636

To: EA 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A30000426636

620150:

From: DY 1710121810 87R2 252 SASLM 0 068342 2D 000000 COST CODE: R21010000000

To: EB 1710121810 87R2 252 SASLM 0 068342 2D 000000 COST CODE: R21010000000

The total amount of funds obligated to the task is hereby decreased by

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420144	OPN			
620142	OPN			

The total value of the order is hereby increased by

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

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	PMW 790 Engineering, Logistics, Installation, Integration, Planning and Requirements Support Services (TBD)	1.0 Lot			
100101	ACRN AA Incremental funding (TBD)				
100102	ACRN AB Incremental funding (TBD)				
100103	ACRN AC Incremental funding (TBD)				
100104	ACRN AD Incremental funding (TBD)				
100105	ACRN AE Incremental funding (TBD)				
100106	ACRN AF Incremental funding (TBD)				
100107	ACRN AG Incremental funding (TBD)				
100108	ACRN AH Incremental funding (TBD)				
100109	ACRN AJ Incremental funding (TBD)				

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100110 ACRN AK  
Incremental  
funding  
(TBD)

100111 ACRN AL  
Incremental  
funding  
(TBD)

100112 ACRN AM  
Incremental  
funding  
(TBD)

100113 ACRN AN  
Incremental  
funding  
(TBD)

100114 ACRN AP  
Incremental  
funding  
(TBD)

100115 ACRN AQ  
Incremental  
funding  
(TBD)

100116 ACRN AR  
Incremental  
funding  
(TBD)

100117 ACRN AS  
Incremental  
funding  
(TBD)

100118 ACRN AT  
Incremental  
funding  
(TBD)

100119 ACRN AU  
Incremental  
funding  
(TBD)

100120 ACRN AV  
Incremental  
funding  
(TBD)

100121 ACRN AW  
Incremental  
funding  
(TBD)

100122 ACRN AX  
Incremental  
funding  
(TBD)

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100123 ACRN AX  
Incremental  
funding  
(TBD)

1101 PMW 790 1.0 Lot  
Engineering,  
Logistics,  
Installation,  
Integration,  
Planning and  
Requirements  
Support Services  
(TBD)

110101 ACRN BA  
Incremental  
funding (TBD)

110102 ACRN BB  
Incremental  
funding (TBD)

110103 ACRN BC  
Incremental  
funding (TBD)

110104 ACRN BD  
Incremental  
funding (TBD)

110105 ACRN BE  
Incremental  
funding (TBD)

110106 ACRN BF  
Incremental  
funding (TBD)

110107 ACRN BG  
Incremental  
funding (TBD)

110108 ACRN BH  
Incremental  
funding (TBD)

110109 ACRN BJ  
Incremental  
funding (TBD)

110110 ACRN BK  
Incremental  
funding (TBD)

110111 ACRN BL  
Incremental  
funding (TBD)

110112 ACRN BM  
Incremental  
funding (TBD)

110113 ACRN BN  
Incremental

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funding (TBD)

110114 ACRN BP  
Incremental  
funding (TBD)

110115 ACRN BQ  
Incremental  
funding (TBD)

110116 ACRN BR  
Incremental  
funding (TBD)

110117 ACRN BS  
Incremental  
funding (TBD)

110118 ACRN BT  
Incremental  
funding (TBD)

110119 ACRN BU  
Incremental  
funding (TBD)

110120 ACRN BV  
Incremental  
funding (TBD)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
3001	Other Direct Costs for CLIN 1001 (TBD)	1.0 Lot
300101	ACRN AA Incremental Funding (TBD)	
300102	ACRN AB Incremental Funding (TBD)	
300103	ACRN AC Incremental Funding (TBD)	
300104	ACRN AD Incremental Funding (TBD)	
300105	ACRN AE Incremental Funding (TBD)	

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300106 ACRN AF  
Incremental  
Funding  
(TBD)

300107 ACRN AG  
Incremental  
Funding  
(TBD)

300108 ACRN AH  
Incremental  
Funding  
(TBD)

300109 ACRN AJ  
Incremental  
Funding  
(TBD)

300110 ACRN AK  
Incremental  
Funding  
(TBD)

300111 ACRN AL  
Incremental  
Funding  
(TBD)

300112 ACRN AM  
Incremental  
Funding  
(TBD)

300113 ACRN AN  
Incremental  
Funding  
(TBD)

300114 ACRN AP  
Incremental  
Funding  
(TBD)

300115 ACRN AQ  
Incremental  
Funding  
(TBD)

300116 ACRN AR  
Incremental  
Funding  
(TBD)

300117 ACRN AS  
Incremental  
Funding  
(TBD)

300118 ACRN AT  
Incremental  
Funding  
(TBD)

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300119 ACRN AU  
Incremental  
Funding  
(TBD)

300120 ACRN AV  
Incremental  
Funding  
(TBD)

3101 Other Direct 1.0 Lot  
Costs for CLIN  
1101 (TBD)

310101 ACRN BA  
Incremental  
Funding (TBD)

310102 ACRN BB  
Incremental  
Funding (TBD)

310103 ACRN BC  
Incremental  
Funding (TBD)

310104 ACRN BD  
Incremental  
Funding (TBD)

310105 ACRN BE  
Incremental  
Funding (TBD)

310106 ACRN BF  
Incremental  
Funding (TBD)

310107 ACRN BG  
Incremental  
Funding (TBD)

310108 ACRN BH  
Incremental  
Funding (TBD)

310109 ACRN BJ  
Incremental  
Funding (TBD)

310110 ACRN BK  
Incremental  
Funding (TBD)

310111 ACRN BL  
Incremental  
Funding (TBD)

310112 ACRN BM  
Incremental  
Funding (TBD)

310113 ACRN BN  
Incremental  
Funding (TBD)



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310114 ACRN BP  
Incremental  
Funding (TBD)

310115 ACRN BQ  
Incremental  
Funding (TBD)

310116 ACRN BR  
Incremental  
Funding (TBD)

310117 ACRN BS  
Incremental  
Funding (TBD)

310118 ACRN BT  
Incremental  
Funding (TBD)

310119 ACRN BU  
Incremental  
Funding (TBD)

310120 ACRN BV  
Incremental  
Funding (TBD)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----
4201	PMW 790 Engineering, Logistics, Installation, Integration, Planning and Requirements Support Services (TBD)	1.0 Lot		
420101	ACRN CA Incremental Funding (O&MN,N)			
420102	ACRN CB Incremental Funding (O&MN,N)			
420103	ACRN CC Incremental Funding (O&MN,N)			
420104	ACRN CD Incremental Funding (O&MN,N)			
420105	ACRN CE Incremental Funding (OPN)			

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420106 ACRN CF  
Incremental  
Funding (OPN)

420107 ACRN CG  
Incremental  
Funding (OPN)

420108 ACRN CH  
Incremental  
Funding (OPN)

420109 ACRN CJ  
Incremental  
Funding (O&MN,N)

420110 ACRN CK  
Incremental  
Funding (OPN)

420111 ACRN CL  
Incremental  
Funding (OPN)

420112 ACRN CM  
Incremental  
Funding (OPN)

420113 ACRN CN  
Incremental  
Funding (OPN)

420114 ACRN CP  
Incremental  
Funding (OPN)

420115 ACRN CQ  
Incremental  
Funding (OPN)

420116 ACRN CR  
Incremental  
Funding (OPN)

420117 ACRN CS  
Incremental  
Funding (OPN)

420118 ACRN CT  
Incremental  
Funding (OPN)

420119 ACRN CU  
Incremental  
Funding (OPN)

420120 ACRN CV  
Incremental  
Funding (OPN)

420121 ACRN CW  
Incremental  
Funding (OPN)

420122 ACRN CX

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Incremental  
Funding (OTHER)

420123 ACRN CY  
Incremental  
Funding (OPN)

420124 ACRN CA  
Incremental  
Funding (O&MN,N)

420125 ACRN CB  
Incremental  
Funding (O&MN,N)

420126 ACRN CC  
Incremental  
Funding (O&MN,N)

420127 ACRN CD  
Incremental  
Funding (O&MN,N)

420128 ACRN CE  
Incremental  
Funding (OPN)

420129 ACRN CF  
Incremental  
Funding (OPN)

420130 ACRN CG  
Incremental  
Funding (OPN)

420131 ACRN CJ  
Incremental  
Funding (O&MN,N)

420132 ACRN DA  
Incremental  
Funding (O&MN,N)

420133 ACRN DB  
Incremental  
Funding (OPN)

420134 ACRN DC  
Incremental  
Funding (OPN)

420135 ACRN DD  
Incremental  
Funding (OPN)

420136 ACRN DE  
Incremental  
Funding (O&MN,N)

420137 ACRN DF  
Incremental  
Funding (OPN)

420138 ACRN DG  
Incremental

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Funding (OPN)

420139 ACRN DH  
Incremental  
Funding (OPN)

420140 ACRN DJ  
Incremental  
Funding (OPN)

420141 ACRN DK  
Incremental  
Funding (OPN)

420142 ACRN DL  
Incremental  
Funding (OPN)

420143 ACRN DM  
Incremental  
Funding (OPN)

420144 ACRN DN  
Incremental  
Funding (OPN)

420145 ACRN DP  
Incremental  
Funding (OPN)

420146 ACRN DQ  
Incremental  
Funding (OPN)

420147 ACRN DR  
Incremental  
Funding (OPN)

420148 ACRN DS  
Incremental  
Funding (OPN)

420149 ACRN DT  
Incremental  
Funding (OPN)

420150 ACRN DU  
Incremental  
Funding (OPN)

420151 ACRN DV  
Incremental  
Funding (OPN)

420152 ACRN DX  
Incremental  
Funding (O&MN,N)

420153 ACRN DY  
Incremental  
Funding (O&MN,N)

420154 ACRN DZ  
Incremental  
Funding (O&MN,N)

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420155 ACRN EA  
Incremental  
Funding (O&MN,N)

420156 ACRN EB  
Incremental  
Funding (OPN)

4301 PMW 790 1.0 Lot  
Engineering,  
Logistics,  
Installation,  
Integration,  
Planning and  
Requirements  
Support Services  
(TBD)  
Option

4401 PMW 790 1.0 Lot  
Engineering,  
Logistics,  
Installation,  
Integration,  
Planning and  
Requirements  
Support Services  
(TBD)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
6201	Other Direct Costs for CLIN 4201 (TBD)	1.0 Lot
620101	ACRN CA Incremental Funding (O&MN,N)	
620102	ACRN CB Incremental Funding (O&MN,N)	
620103	ACRN CC Incremental Funding (O&MN,N)	
620104	ACRN CD Incremental Funding (O&MN,N)	
620105	ACRN CE Incremental Funding (OPN)	
620106	ACRN CF Incremental Funding (OPN)	

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620107 ACRN CG  
Incremental  
Funding (OPN)

620108 ACRN CH  
Incremental  
Funding (OPN)

620109 ACRN CJ  
Incremental  
Funding (O&MN,N)

620110 ACRN CK  
Incremental  
Funding (OPN)

620111 ACRN CL  
Incremental  
Funding (OPN)

620112 ACRN CM  
Incremental  
Funding (OPN)

620113 ACRN CN  
Incremental  
Funding (OPN)

620114 ACRN CP  
Incremental  
Funding (OPN)

620115 ACRN CQ  
Incremental  
Funding (OPN)

620116 ACRN CR  
Incremental  
Funding (OPN)

620117 ACRN CS  
Incremental  
Funding (OPN)

620118 ACRN CT  
Incremental  
Funding (OPN)

620119 ACRN CU  
Incremental  
Funding (OPN)

620120 ACRN CV  
Incremental  
Funding (O&MN,N)

620121 ACRN CW  
Incremental  
Funding (O&MN,N)

620122 ACRN CX  
Incremental  
Funding (OTHER)

620123 ACRN CY

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Incremental  
Funding (OPN)

620124 ACRN CA  
Incremental  
Funding (O&MN,N)

620125 ACRN CB  
Incremental  
Funding (O&MN,N)

620126 ACRN CC  
Incremental  
Funding (O&MN,N)

620127 ACRN CD  
Incremental  
Funding (O&MN,N)

620128 ACRN CE  
Incremental  
Funding (OPN)

620129 ACRN CF  
Incremental  
Funding (OPN)

620130 ACRN CG  
Incremental  
Funding (OPN)

620131 ACRN CJ  
Incremental  
Funding (O&MN,N)

620132 ACRN DB  
Incremental  
Funding (OPN)

620133 ACRN DD  
Incremental  
Funding (OPN)

620134 ACRN DF  
Incremental  
Funding (OPN)

620135 ACRN DG  
Incremental  
Funding (OPN)

620136 ACRN DH  
Incremental  
Funding (OPN)

620137 ACRN DW  
Incremental  
Funding (OPN)

620138 ACRN DJ  
Incremental  
Funding (OPN)

620139 ACRN DK  
Incremental

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Funding (OPN)

620140 ACRN DL  
Incremental  
Funding (OPN)

620141 ACRN DM  
Incremental  
Funding (OPN)

620142 ACRN DN  
Incremental  
Funding (OPN)

620143 ACRN DP  
Incremental  
Funding (OPN)

620144 ACRN DQ  
Incremental  
Funding (OPN)

620145 ACRN DR  
Incremental  
Funding (OPN)

620146 ACRN DS  
Incremental  
Funding (OPN)

620147 ACRN DT  
Incremental  
Funding (OPN)

620148 ACRN DV  
Incremental  
Funding (OPN)

620149 ACRN EA  
Incremental  
Funding (O&MN,N)

620150 ACRN EB  
Incremental  
Funding (OPN)

6301 Other Direct 1.0 Lot  
Costs for CLIN  
4301 (TBD)  
Option

6401 Other Direct 1.0 Lot  
Costs for CLIN  
4401 (TBD)  
Option

## B-1 ADDITIONAL SLINS

The Contracting Officer may insert additional informational subline items (SLINs) to accommodate multiple funding types.



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

### (a) Total Estimated Hours.

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

#### CLIN / DIRECT LABOR HOURS

1001 /  
1101 /  
4201 /  
4301 /  
4401 /

The estimated number of direct labor hours set forth above includes the following estimated number of uncompensated overtime labor hours:

#### CLIN / UNCOMPENSATED OVERTIME HOURS

1001 /  
1101 /  
4201 /  
4301 /  
4401 /

### (b) Computation of Fee.

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

### (c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the estimated number of direct labor 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 hours to determine a new payment of fee rate (applicable to the additional hours only). If the payment of fee rate for the additional hours is different from the payment of fee rate for the original hours, the additional hours shall be kept separate from the original hours.

The Contracting Officer may increase the estimated cost of the task order due to cost overruns (no additional hours required). Such increase in estimated cost is non-fee bearing.

### (d) Payment of Fee.

The Government will pay the contractor a fixed fee on each direct labor hour performed by the Contractor or subcontractor at the rate of:

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CLIN / FIXED-FEE RATE PER HOUR

1001 /  
1101 /  
4201 /  
4301 /  
4401 /

per direct labor hour invoiced by the Contractor subject to the basic contract's 'Fixed Fee' clause, provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or whichever is less. 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 FAR clause 52.232-20, Limitation of Cost, or FAR clause 52.232-22, Limitation of Funds, either of which is incorporated herein by reference.

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 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)**

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

(b) The amounts presently available and allotted to this task for payment of fee are as follows:

ITEM(S) / ALLOTTED TO FIXED FEE

1001 /  
1101 /  
4201/

(c) The amounts presently available and allotted to this contract for payment of cost and the period of performance which the allotted amount is expected to cover are as follows:

ITEM(S) / ALLOTTED TO COST / PERIOD OF PERFORMANCE

1001 /                    / 01 October 2007 through 30 September 2008  
1101 /                    / 01 October 2008 through 30 September 2010  
  
3001 /                    / 01 October 2007 through 30 September 2008  
3101 /                    / 01 October 2008 through 30 September 2010  
  
4201/                    / 01 October 2009 through 15 August 2010  
6201/                    / 01 October 2009 through 30 September 2010

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-2 QUALITY ASSURANCE PLAN

(a) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this task order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the Contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(b) Performance Standards:

1. The deliverables under this task order will be consistently technically accurate.
2. The services delivered under this task order will be consistently of high quality.
3. The Contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
4. The Contractor will be consistently responsive to Government customers in its performance of this task order.
5. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "uniformly overall."

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

1. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
2. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph (c) 1 above.

(d) Remedy

1. If the annual performance evaluation indicates that the Contractor has not met one or more of the Performance Standards, the CPAR will reflect the negative evaluation for the applicable Performance Standards.
2. This is a significant negative remedy as the CPAR is a key part of the performance monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

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

In addition to the requirements of FAR clause 52.204-2, Security Requirements, 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 DODINST 5220.22M, National Industry Security Program Operating Manual, and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

### **C-4 WORKWEEK (DEC 1999) (SPAWAR C-315)**

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

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

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

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

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

**C-5 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, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government work areas.

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

(1) Routine inspection of Contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel and possessions on entry or exit from the installation.

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

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

(e) The Contractor is responsible for the conduct of Contractor employees performing work under this contract, and shall ensure that Contractor employees are notified of these provisions prior to their assignment to work under this task order.

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

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## **C-7 KEY PERSONNEL REQUIREMENTS**

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

(c) All requests for approval of substitutions under this task order 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 by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this task order must have qualifications equivalent to or greater than those of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of the Government's approval or disapproval of such substitution.

(d) List of Key Personnel

### **LABOR CATEGORY / NAME / COMPANY**

Senior Engineer (On-Site Lead) / Dan Esposito / INDUS

Senior Logistics Specialist (On-Site Lead) / Dave Robinson / BAH

Senior Program Specialist (On-Site Lead) / Dick Dallaire / Stanley Associates

(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 task order, the Contracting Officer may terminate the task order for default or otherwise equitable adjust the task order to compensate the Government for any resultant delay, loss or damage.

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## **SECTION D PACKAGING AND MARKING**

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

See Section G – Task Order Manager

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.



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## SECTION F DELIVERABLES OR PERFORMANCE

### F-1 PERIODS OF PERFORMANCE (DEC 1999)

The periods of performance for the following firm items are estimated at:

#### BASE PERIOD:

CLIN	Period of Performance
1001	10/01/2007 - 09/30/2008
3001	10/01/2007 - 09/30/2008

#### OPTION 1:

1101	10/01/2008 - 09/30/2009
3101	10/01/2008 - 09/30/2009

#### OPTION 2:

CLIN	Period of Performance
4201	10/01/2009 - 04/30/2011
6201	10/01/2009 - 11/30/2011

The periods of performance for the following option items are estimated at:

#### OPTION 3:

CLIN	Period of Performance
4301	10/01/2010 - 09/30/2011
6301	10/01/2010 - 09/30/2011

#### OPTION 4:

CLIN	Period of Performance
4401	10/01/2011 - 09/30/2012
6401	10/01/2011 - 09/30/2012

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 FAR clause 52.217-8, Option to Extend Services, or FAR clause 52.217-9, Option to Extend the Term of the Contract.

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

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G-1 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 the 15<sup>th</sup> of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). 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 Task Order Manager.

### **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 on the attached Financial Accounting Data (FAD) sheet. The Contractor's invoice shall identify the appropriate contract and task order numbers, and associate work performed to the applicable contract line item number (CLIN), informational subline item number (SLIN) **and** the specific ACRN. Invoices submitted to the paying office that do not comply with this

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requirement will be returned to the Contractor for resubmission. The Contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to Wide Area Work Flow. 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 task order.

### **G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)**

(a) Invoices for services rendered under this task order shall be submitted electronically through the 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 every two weeks. Do not combine 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	Cost voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S0514A
Inspector DODAAC (if applicable)	N00039 ( <a href="mailto:jacqueline.schmitt@navy.mil">jacqueline.schmitt@navy.mil</a> )
Acceptor DODAAC:	N00039 ( <a href="mailto:jacqueline.schmitt@navy.mil">jacqueline.schmitt@navy.mil</a> )
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local	N/A

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Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
PAY DODAAC:	HQ0339

\* COMBO invoice types can be used if an inspection of services can be performed and documented, i.e. FFP.

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

## **G-5 ACTIVITY OMBUDSMAN**

Name: LCDR Brad Vetting

Code: SPAWAR 2.0

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: [brad.vetting@navy.mil](mailto:brad.vetting@navy.mil)

## **G-6 TASK ORDER MANAGER AND CONTRACT SPECIALIST**

### Task Order Manager

Name: Jacqueline Schmitt

Code: PMW 790

Address: 4301 Pacific Hwy, San Diego, CA 92110

Phone: (619) 524-7094

E-Mail: [jacqueline.schmitt@navy.mil](mailto:jacqueline.schmitt@navy.mil)

### Contract Specialist

Name: Ernest Fagan

Code: SPAWAR 2.1.C.6

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Address: 4301 Pacific Hwy, San Diego, CA 92110

Phone: (619) 524-7181

e-mail: [ernest.fagan@navy.mil](mailto:ernest.fagan@navy.mil)

Accounting Data		
SLINID	PR Number	Amount
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100101		
LLA :		
AA SEE ATTACHED FAD SHEET		
100102		
LLA :		
AB SEE ATTACHED FAD SHEET		
ACRN AB		
100103		
LLA :		
AC SEE ATTACHED FAD SHEET		
ACRN AC		
100104		
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300104

LLA :

AD SEE ATTACHED FAD SHEET

ACRN AD

300105

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300106

LLA :

AF SEE ATTACHED FAD SHEET

ACRN AF

300107

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ACRN AG

300108

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BASE Funding

Cumulative Funding

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MOD 01 Funding

Cumulative Funding

MOD 02

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100109

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LLA :  
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ACRN AK

100111  
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MOD 02 Funding  
Cumulative Funding

MOD 03

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ACRN AA

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MOD 03 Funding  
Cumulative Funding

MOD 04

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ACRN AE

MOD 04 Funding  
Cumulative Funding

MOD 05

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MOD 05 Funding  
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MOD 06

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ACRN BB

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MOD 06 Funding  
Cumulative Funding

MOD 07

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110115  
LLA :  
BQ SEE ATTACHED FAD SHEET  
ACRN BQ

110116  
LLA :  
BR SEE ATTACHED FAD SHEET

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ACRN BR

110117

LLA :

BS SEE ATTACHED FAD SHEET

ACRN BS

110118

LLA :

BT SEE ATTACHED FAD SHEET

ACRN BT Incremental funding

110119

LLA :

BU SEE ATTACHED FAD SHEET

ACRN BU Incremental funding

310101

LLA :

BA SEE ATTACHED FAD SHEET

ACRN BA

310102

LLA :

BB SEE ATTACHED FAD SHEET

ACRN BB

310103

LLA :

BC SEE ATTACHED FAD SHEET

ACRN BC

310104

LLA :

BD SEE ATTACHED FAD SHEET

ACRN BD

310107

LLA :

BG SEE ATTACHED FAD SHEET

ACRN BG

310108

LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

310109

LLA :

BJ SEE ATTACHED FAD SHEET

ACRN BJ

310110

LLA :

BK SEE ATTACHED FAD SHEET

ACRN BK

310111

LLA :

BL SEE ATTACHED FAD SHEET

ACRN BL

310112

LLA :

BM SEE ATTACHED FAD SHEET

ACRN BM

310113

LLA :

BN SEE ATTACHED FAD SHEET

ACRN BN

310114

LLA :

BP SEE ATTACHED FAD SHEET

ACRN BP

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310115

LLA :

BQ SEE ATTACHED FAD SHEET

ACRN BQ

310116

LLA :

BR SEE ATTACHED FAD SHEET

ACRN BR

310117

LLA :

BS SEE ATTACHED FAD SHEET

ACRN BS

310118

LLA :

BT SEE ATTACHED FAD SHEET

ACRN BT

310119

LLA :

BU SEE ATTACHED FAD SHEET

ACRN BU

MOD 07 Funding

Cumulative Funding

MOD 08

110102

LLA :

BB SEE ATTACHED FAD SHEET

ACRN BB

110106

LLA :

BF SEE ATTACHED FAD SHEET

ACRN BF

110108

LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

110119

LLA :

BU SEE ATTACHED FAD SHEET

ACRN BU Incremental funding

110120

LLA :

BV SEE ATTACHED FAD SHEET

ACRN BV

310120

LLA :

BV SEE ATTACHED FAD SHEET

ACRN BV

MOD 08 Funding

Cumulative Funding

MOD 09

110108

LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

MOD 09 Funding

Cumulative Funding

MOD 11

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110102

LLA :

BB SEE ATTACHED FAD SHEET

ACRN BB

110106

LLA :

BF SEE ATTACHED FAD SHEET

ACRN BF

110108

LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

110119

LLA :

BU SEE ATTACHED FAD SHEET

ACRN BU Incremental funding

MOD 11 Funding

Cumulative Funding

MOD 12

420101

LLA :

CA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178844

420102

LLA :

CB 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000174875

420103

LLA :

CC 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: 000000178845

420104

LLA :

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178846

420105

LLA :

CE 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000178848

420106

LLA :

CF 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174889

420107

LLA :

CG 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000179554

420108

LLA :

CH 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174762

420109

LLA :

CJ 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: 000000178851

420110

LLA :

CK 1701810 M2WH 252 00039 0 050120 2D 000000 COST CODE: 000000178881

420111

LLA :

CL 1701810 M2JG 252 00039 0 050120 2D 000000 COST CODE: 000000178873

420112

LLA :

CM 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: 000000178871

420113

LLA :

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CN 1701810 M2T4 252 00039 0 050120 2D 000000 COST CODE: 000000178879

420114

LLA :

CP 1701810 M25E 252 00039 0 050120 2D 000000 COST CODE: 000000178870

420115

LLA :

CQ 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: 000000178882

420116

LLA :

CR 1701810 M2NR 252 00039 0 050120 2D 000000 COST CODE: 000000178877

420117

LLA :

CS 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: 000000178887

420118

LLA :

CT 1701810 M2D6 252 00039 0 050120 2D 000000 COST CODE: 000000178883

420119

LLA :

CU 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: 000000178875

420120

LLA :

CV 1701810 M3SP 252 00039 0 050120 2D 000000 COST CODE: 000000178878

420121

LLA :

CW 1701810 M2NU 252 00039 0 050120 2D 000000 COST CODE: 000000178885

620101

LLA :

CA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178844

620102

LLA :

CB 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000174875

620103

LLA :

CC 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: 000000178845

620104

LLA :

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178846

620105

LLA :

CE 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000178848

620106

LLA :

CF 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174889

620107

LLA :

CG 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000179554

620108

LLA :

CH 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174762

620109

LLA :

CJ 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: 000000178851

620110

LLA :

CK 1701810 M2WH 252 00039 0 050120 2D 000000 COST CODE: 000000178881

620111

LLA :

CL 1701810 M2JG 252 00039 0 050120 2D 000000 COST CODE: 000000178873



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620112

LLA :

CM 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: 000000178871

620113

LLA :

CN 1701810 M2T4 252 00039 0 050120 2D 000000 COST CODE: 000000178879

620114

LLA :

CP 1701810 M25E 252 00039 0 050120 2D 000000 COST CODE: 000000178870

620115

LLA :

CQ 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: 000000178882

620116

LLA :

CR 1701810 M2NR 252 00039 0 050120 2D 000000 COST CODE: 000000178877

620117

LLA :

CS 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: 000000178887

620118

LLA :

CT 1701810 M2D6 252 00039 0 050120 2D 000000 COST CODE: 000000178883

620119

LLA :

CU 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: 000000178875

620120

LLA :

CV 1701810 M3SP 252 00039 0 050120 2D 000000 COST CODE: 000000178878

620121

LLA :

CW 1701810 M2NU 252 00039 0 050120 2D 000000 COST CODE: 000000178885

MOD 12 Funding

Cumulative Funding

MOD 13 Funding

Cumulative Funding

MOD 14

420112

LLA :

CM 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: 000000178871

420117

LLA :

CS 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: 000000178887

420119

LLA :

CU 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: 000000178875

420122

LLA :

CX 1701810 87R2 252 SASLM 0 068342 2D 000000 COST CODE: R21010000000

420123

LLA :

CY 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174768

420124

LLA :

CA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178844

420125

LLA :

CB 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000174875

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420126

LLA :

CC 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: 000000178845

420127

LLA :

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178846

420128

LLA :

CE 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000178848

420129

LLA :

CF 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174889

420130

LLA :

CG 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000179554

420131

LLA :

CJ 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: 000000178851

620112

LLA :

CM 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: 000000178871

620117

LLA :

CS 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: 000000178887

620119

LLA :

CU 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: 000000178875

620122

LLA :

CX 1701810 87R2 252 SASLM 0 068342 2D 000000 COST CODE: R21010000000

620123

LLA :

CY 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174768

620124

LLA :

CA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178844

620125

LLA :

CB 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000174875

620126

LLA :

CC 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: 000000178845

620127

LLA :

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178846

620128

LLA :

CE 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000178848

620129

LLA :

CF 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174889

620130

LLA :

CG 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000179554

620131

LLA :

CJ 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: 000000178851

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MOD 14 Funding  
Cumulative Funding

MOD 15

420132

LLA :

DA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: C10000352042  
CIN 130014355900001

420133

LLA :

DB 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A10000352042  
CIN 130014355900002

420134

LLA :

DC 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A20000352042  
CIN 130014355900003

420135

LLA :

DD 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A30000352042  
CIN 130014355900004

420136

LLA :

DE 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A40000352042  
CIN 130014355900005

420137

LLA :

DF 1701810 M2WH 252 00039 0 050120 2D 000000 COST CODE: A50000352042  
CIN 130014355900006

420138

LLA :

DG 1701810 M2JG 252 00039 0 050120 2D 000000 COST CODE: A60000352042  
CIN 130014355900007

420139

LLA :

DH 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: C20000352042  
CIN 130014355900038

420140

LLA :

DJ 1701810 M25E 252 00039 0 050120 2D 000000 COST CODE: A70000352042  
CIN 130014355900009

420141

LLA :

DK 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000352042  
CIN 130014355900010

420142

LLA :

DL 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A90000352042  
CIN 130014355900011

420143

LLA :

DM 1701810 M2NR 252 00039 0 050120 2D 000000 COST CODE: B00000352042  
CIN 130014355900012

420144

LLA :

DN 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: C30000352042  
CIN 130014355900039

420145

LLA :

DP 1701810 M2D6 252 00039 0 050120 2D 000000 COST CODE: B10000352042  
CIN 130014355900014

420146

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS06	AMENDMENT/MODIFICATION NO. 18	PAGE 42 of 53	FINAL
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LLA :  
DQ 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: C40000352042  
CIN 130014355900040

420147  
LLA :  
DR 1701810 M3SP 252 00039 0 050120 2D 000000 COST CODE: B20000352042  
CIN 130014355900016

420148  
LLA :  
DS 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B30000352042  
CIN 130014355900017

420149  
LLA :  
DT 1701810 M2NU 252 00039 0 050120 2D 000000 COST CODE: B40000352042  
CIN 130014355900018

420150  
LLA :  
DU 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B50000352042  
CIN 130014355900019

420151  
LLA :  
DV 1701810 M7IT 252 00039 0 050120 2D 000000 COST CODE: B60000352042  
CIN 130014355900020

620132  
LLA :  
DB 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A10000352042  
CIN 130014355900021

620133  
LLA :  
DD 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A30000352042  
CIN 130014355900022

620134  
LLA :  
DF 1701810 M2WH 252 00039 0 050120 2D 000000 COST CODE: A50000352042  
CIN 130014355900023

620135  
LLA :  
DG 1701810 M2JG 252 00039 0 050120 2D 000000 COST CODE: A60000352042  
CIN 130014355900024

620136  
LLA :  
DH 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: C20000352042  
CIN 130014355900041

620137  
LLA :  
DW 1701810 M2T4 252 00039 0 050120 2D 000000 COST CODE: B70000352042  
CIN 130014355900026

620138  
LLA :  
DJ 1701810 M25E 252 00039 0 050120 2D 000000 COST CODE: A70000352042  
CIN 130014355900027

620139  
LLA :  
DK 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000352042  
CIN 130014355900028

620140  
LLA :  
DL 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A90000352042  
CIN 130014355900029

620141  
LLA :  
DM 1701810 M2NR 252 00039 0 050120 2D 000000 COST CODE: B00000352042

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CIN 130014355900030

620142

LLA :

DN 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: C30000352042

CIN 130014355900042

620143

LLA :

DP 1701810 M2D6 252 00039 0 050120 2D 000000 COST CODE: B10000352042

CIN 130014355900032

620144

LLA :

DQ 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: C40000352042

CIN 130014355900043

620145

LLA :

DR 1701810 M3SP 252 00039 0 050120 2D 000000 COST CODE: B20000352042

CIN 130014355900034

620146

LLA :

DS 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A30000352042

CIN 130014355900035

620147

LLA :

DT 1701810 M2NU 252 00039 0 050120 2D 000000 COST CODE: B40000352042

CIN 130014355900036

620148

LLA :

DV 1701810 M7IT 252 00039 0 050120 2D 000000 COST CODE: B60000352042

CIN 130014355900037

MOD 15 Funding

Cumulative Funding

MOD 16 Funding

Cumulative Funding

MOD 17

420133

LLA :

DB 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A10000352042

CIN 130014355900002

420135

LLA :

DD 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A30000352042

CIN 130014355900004

420152

LLA :

DX 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000426636

CIN 130015479800001

420153

LLA :

DY 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: A10000426636

CIN 130015479800002

420154

LLA :

DZ 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000426636

CIN 130015479800003

420155

LLA :

EA 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A30000426636

CIN 130015479800004

420156

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LLA :  
EB 1710121810 87R2 252 SASLM 0 068342 2D 000000 COST CODE: R21010000000  
CIN 130015479800005

620149  
LLA :  
DX 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A30000426636  
CIN 130015479800006

620150  
LLA :  
DY 1710121810 87R2 252 SASLM 0 068342 2D 000000 COST CODE: R21010000000  
CIN 130015479800007

MOD 17 Funding  
Cumulative Funding

MOD 18

420144  
LLA :  
DN 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: C30000352042  
CIN 130014355900039

620142  
LLA :  
DN 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: C30000352042  
CIN 130014355900042

MOD 18 Funding  
Cumulative Funding

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

### **H-2 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 Task Order Manager. A list of personnel requiring picture badges must be provided to the Task Order Manager for verification 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 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.

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(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.

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

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

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

#### **H-5 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 individuals employed 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 task order, 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’ confidential business 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 with assisting 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 bona fide need to possess;

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

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

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

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting

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Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

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

### **STATEMENT OF NONDISCLOSURE OF PPBS DATA**

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

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

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material 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 task order for default in accordance with FAR clause 52.249-6, Termination (Cost-Reimbursement) (MAY 2004)

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

(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

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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 Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

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

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

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-

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owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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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 or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### **I-2 CLAUSES INCORPORATED BY REFERENCE**

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement (PWS)

Attachment 2 - CDRL A001 MSR

Attachment 2 – CDRL A001 MSR Appendix B

Attachment 2 – CDRL A001 MSR Appendix C

Attachment 2 - CDRL A001 MSR Appendix A

Attachment 3 - DD254

Attachment 3 - DD254 - IT

Attachment 3 - DD254 - FOUO

Attachment 4 - Financial Accounting Data (FAD) Sheet - Award

Attachment 5 - Financial Accounting Data (FAD) Sheet - Mod 01

Attachment 6 - Financial Accounting Data (FAD) Sheet - Mod 02

Attachment 7 - Financial Accounting Data (FAD) Sheet - Mod 03

Attachment 8 - Financial Accounting Data (FAD) Sheet - Mod 04

Attachment 9 - Financial Accounting Data (FAD) Sheet - Mod 05

Attachment 10 - Financial Accounting Data (FAD) Sheet - Mod 06

Attachment 11 - Financial Accounting Data (FAD) Sheet - Mod 07

Attachment 12 - Financial Accounting Data (FAD) Sheet - Mod 08

Attachment 13 - Financial Accounting Data (FAD) Sheet - Mod 09

Attachment 14 - Change of Date Notice - Mod 10

Attachment 15 - Financial Accounting Data (FAD) Sheet - Mod 11