

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	AGE OF AGES 1 2	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 23-Jan-2015	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 christian.buensuceso@navy.mil 619-524-7389	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241	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)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-NS12
		10B. DATED (SEE ITEM 13) 03-Dec-2014
CAGE CODE 1BGW9	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[ ]	D. OTHER <i>(Specify type of modification and authority)</i>

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 <i>(Type or print)</i>		16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i>	
Linda P. Totanes, Contracts Administrator		Carla J Brown, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/Linda P. Totanes <i>(Signature of person authorized to sign)</i>	26-Jan-2015	BY /s/Carla J Brown <i>(Signature of Contracting Officer)</i>	26-Jan-2015

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

Prescribed by GSA

FAR (48 CFR) 53.243

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## GENERAL INFORMATION

(1) The purpose of this modification is to incorporate by reference, DFARS clause 252.204-7012, "Safeguarding ofUnclassified Controlled Technical Information", into the contract at no additional cost, into Section I-7.

(2) The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,103,386.00 by \$0.00 to \$2,103,386.00.

The total value of the order is hereby increased from \$12,042,725.60 by \$0.00 to \$12,042,725.60.

(3) Section I-3 is modified accordingly.

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

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R425 Base Labor in support of the attached Performance Work Statement (PWS) in Section C. (Fund Type - OTHER)	1.0	LO			\$11,220,439.69
700101	R425 FY15 Labor. PWS 6.0-12.0 (Fund Type - OTHER)					
700102	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-AJ-P-LAB, RSN 010) (FMS)					
700103	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-BR-P-BUQ, RSN 012) (FMS)					
700104	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-CO-P-LBD, RSN 008) (FMS)					
700105	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-GY-P-GPO, RSN 007) (FMS)					
700106	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-IQ-P-GAI, RSN 004) (FMS)					
700107	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-IQ-P-LBE, RSN 004) (FMS)					
700108	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-JO-P-LAX, RSN 009) (FMS)					
700109	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-PI-P-LFA, RSN 001) (FMS)					
700110	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-TW-P-GNU, RSN 005) (FMS)					
700111	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-TW-P-GOG, RSN 001) (FMS)					
700112	R425 FY15 Labor. PWS 6.0-12.0 (FMS CASE-					

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UK-P-LUK, RSN 007) (FMS)

700113 R425 FY15 Labor. PWS 6.0-12.0 (FMS  
CASE-

KS-P-GQE, RSN 001) (FMS)

700114 R425 FY15 Labor. PWS 6.0-12.0 (FMS  
CASE-

UK-P-FAQ, RSN 001) (FMS)

7101 R425 Option Year 1 Labor in  
support of the Performance Work  
Statement (PWS) in section C.  
(Fund Type -  
OTHER)

Option

1.0 LO [REDACTED] \$11,363,946.86

**Item PSC Supplies/Services**

**Qty Unit Est. Cost Fixed Fee CPFF**

7201 R425 Option Year 2 Labor in support  
of the Performance Work  
Statement (PWS) in section C.  
(Fund Type -  
OTHER)

1.0 LO [REDACTED]  
\$11,558,740.53

Option

7301 R425 Option Year 3 Labor in support  
of the Performance Work  
Statement (PWS) in section C.  
(Fund Type -  
OTHER)

1.0 LO [REDACTED]  
\$11,760,924.39

Option

7401 R425 Option Year 4 Labor in support  
of the Performance Work  
Statement (PWS) in section C.  
(Fund Type -  
OTHER)

1.0 LO [REDACTED]  
\$11,967,488.50

Option

For ODC Items:

**Item PSC Supplies/Services**

**Qty Unit Est. Cost**

9001 R425 Base ODC/Travel in support of the Performance Work Statement (PWS) 1.0 LO \$822,285.91  
in section C. (Fund Type - OTHER)

900101 R425 FY15 ODC. Paragraph PWS 6.0-12.0. (Fund Type - OTHER)

900102 R425 Travel/ODC (FMS CASE: AJ-P-LAB, RSN 010) (FMS)

900103 R425 Travel/ODC (FMS CASE: BR-P-BUQ, RSN 012) (FMS) 900104 R425 Travel/ODC (FMS CASE: CO-  
P-LBD, RSN 008) (FMS)

900105 R425 Travel/ODC (FMS CASE: GY-P-GPO, RSN 007) (FMS)

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900106 R425 Travel/ODC (FMS CASE: IQ-P-GAI, RSN 004) (FMS)

900107 R425 Travel/ODC (FMS CASE: JO-P-LAX, RSN 009) (FMS)

900108 R425 Travel/ODC (FMS CASE: TW-P-GNU, RSN 005) (FMS)

900109 R425 Travel/ODC (FMS CASE: TW-P-GNU, RSN 005) (FMS)

900110 R425 Travel/ODC (FMS CASE: TW-P-GOG, RSN 001) (FMS)

900111 R425 Travel/ODC (FMS CASE: UK-P-LUK, RSN 007) (FMS)

900112 R425 Travel/ODC (FMS CASE: KS-P-GQE, RSN 001) (FMS)

900113 R425 Travel/ODC (FMS CASE: UK-P-FAQ, RSN 001) (FMS)

9101 R425 Option Year 1 ODC/Travel in support of the Performance Work 1.0 LO  
\$679,754.48 Statement (PWS) in section C. (Fund Type - OTHER)  
Option

9201 R425 Option Year 2 ODC/Travel in support of the Performance Work 1.0 LO  
\$697,747.12 Statement (PWS) in section C. (Fund Type - OTHER)

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Option

9301	R425	Option Year 3 ODC/Travel in support of the Performance Work Statement (PWS) in section C. (Fund Type - OTHER)	1.0	LO	\$716,279.54
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Option

9401	R425	Option Year 4 ODC/Travel in support of the Performance Work Statement (PWS) in section C. (Fund Type - OTHER)	1.0	LO	\$891,375.33
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Option

## B-1 ADDITIONAL SLINS

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

## B-2 Other Direct Costs

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

## B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (5252.216-9206)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours estimated to be expended under this task order is [REDACTED] The [REDACTED] direct labor hours include zero uncompensated overtime labor hours.

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(b) Computation of Fee.

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

(c) Modifications.

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

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

(d) Payment of Fee.

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

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

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7001			
OPTION I	7101			
OPTION II	7201			
OPTION III	7301			
OPTION IV	7401			

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

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

#### B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (5252.232-9210) (JAN 1992)

(a) This task order 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)
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7001	
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ITEM(S)                      AMOUNT ALLOTTED (COST ONLY)

9001                      [REDACTED]

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

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**OPTION EXTENSION COSTS**

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



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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK

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

### C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the Task Order term. The Quality Assurance Surveillance Plan is provided as **Attachment 3** to this solicitation and will be included in the Task Order award.

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

The work to be performed under this contract as delineated in the DD Form 254, **Attachment 2**, involves access to and handling of classified material up to and including **SECRET and TOP SECRET/SCI**.

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

### C-4 INFORMATION ASSURANCE (IA)

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

### C-5 WORKWEEK (5252.222-9200)(APR 2012)

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

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May

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Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

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

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

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

## **C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES**

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

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

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

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

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

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

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

#### **C-7 KEY PERSONNEL (5252.237-9601) (DEC 1999)**

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

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

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

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
<u>Program Manager</u>	██████████
<u>Senior Engineer</u>	██████████
<u>Senior Engineer</u>	██████████
<u>Senior Engineer</u>	██████████
<u>Office Manager (Administrative)</u>	██████████

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Senior Contracts Management Analyst

Program Management Analyst

Program Management Analyst

Program Management Analyst

Senior FMS Case Analyst

FMS Case Analyst

FMS Case Analyst

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

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

## **C-8 KEY PERSONNEL QUALIFICATION REQUIREMENTS**

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

## **C-9 LABOR CATEGORY IDENTIFICATION**

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at time of award. **See Attachment 4 for Key Personnel Labor Category Descriptions.** For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories:

<b><u>Labor Category</u></b>	<b><u>Offeror Corresponding Labor Category/Categories</u></b>
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Administrative Assistant

Administrative Assistant

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Associate Engineer

Associate Engineer

Computer Systems Analyst

Computer Systems Analyst

Contract/Acquisition Analyst

Contract/Acquisition Analyst

Cost Analyst

Cost Analyst

Deputy Program Manager

Deputy Program Manager

FMS Case Analyst

FMS Case Analyst

Jr. COMSEC Custodian

Jr. COMSEC Custodian

Logistics Analyst

Logistics Analyst

Office Manager (Administrative)

Office Manager (Administrative)

Program Management Analyst

Program Management Analyst

Program Manager

Program Manager

Principal Engineer

Principal Engineer

Sr. COMSEC Custodian

Sr. COMSEC Custodian

Sr. Contracts Management Analyst

Sr. Contracts Management Analyst

Sr. Engineer

Sr. Engineer

Sr. FMS Case Analyst

Sr. FMS Case Analyst

Technical Writer

Technical Writer

## **SECTION D PACKAGING AND MARKING**

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

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

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	12/3/2014 - 12/2/2015
9001	12/3/2014 - 12/2/2015

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

#### CLIN – DELIVERIES OR PERFORMANCE

The periods of performance for the following items are:

##### BASE PERIOD:

7001 3 December 2014-2 December 2015

9001 3 December 2014-2 December 2015

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

##### OPTION 1:

7101 3 December 2015-2 December 2016

9101 3 December 2015-2 December 2016

##### OPTION 2:

7201 3 December 2016-2 December 2017

9201 3 December 2016-2 December 2017

##### OPTION 3:

7301 3 December 2017-2 December 2018

9301 3 December 2017-2 December 2018

##### OPTION 4:

7401 3 December 2018-2 December 2019

9401 3 December 2018-2 December 2019

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

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extended.



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## **SECTION G CONTRACT ADMINISTRATION DATA**

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

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

### **G-2 INVOICING INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

#### **Contractor Invoicing Instruction:**

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

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

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

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

### **G-3 DFAS SPECIAL PAYMENT INSTRUCTION (252.204-0012)**

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

### **G-4 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (252.232-7006) (MAY 2013)**

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

**Invoice and Receiving Report (Combo) or Invoice (stand-alone) and Receiving Report (stand-alone)**

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

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

**Combo**

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00039
Admin DoDAAC	S0514A
Inspect By DoDAAC	N00039
Ship To Code	N00039
Ship From Code	N00039
Mark For Code	N00039
Service Approver (DoDAAC)	N00039

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Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA05B
Other DoDAAC(s)	N/A

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

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

Send Additional Email Notification(s) to:			
NAME	EMAIL	PHONE	ROLE
██████████	██████████	██████████	COR

(g) *WAWF point of contact.*

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

## G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Joel Pitel  
Code: SPAWAR 2.0  
Address: 4301 Pacific Highway, San Diego CA 92110  
Phone: (619)-524-7598  
E-Mail: [joel.pitel@navy.mil](mailto:joel.pitel@navy.mil)

## G-6 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Name: ██████████  
Code: PEOC4I, 674A0  
Address: 4301 Pacific Highway, San Diego, CA 92110  
E-mail: ██████████  
Phone: ██████████

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## G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

(a) Past performance information will be collected and maintained under this contract using the

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

(b) After contract award, the contractor will be given access authorization by the respective

SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the 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
-----
1300448525-0001   [REDACTED]           LLA :
AA 97-11X8242 PNQ4 251 00039 0 050120 2D 000000 COST CODE: A00002615164
CIN: 130044852500002

```

```

900101   1300448525-0001   [REDACTED]           LLA :
AA 97-11X8242 PNQ4 251 00039 0 050120 2D 000000 COST CODE: A00002615164
CIN: 130044852500003

```

BASE Funding [REDACTED] Cumulative  
Funding [REDACTED]

MOD 01 Funding [REDACTED] Cumulative  
Funding [REDACTED]

MOD 02

```

700102   1300471270   [REDACTED]           LLA :
AB 97-11X8242 28Q5 000 74Q52 0 065916 2D PAJ044 COST CODE: 428580030LAB
CIN: 130047127000001

```

```

700103   1300471270   [REDACTED]           LLA :
AC 97-11X8242 2842 000 74422 0 065916 2D PBRY44 COST CODE: 413580130BUQ
CIN: 130047127000002

```

```

700104   1300471270   [REDACTED]           LLA :
AD 97-11X8242 2848 000 74482 0 065916 2D PCOA4N COST CODE: 332680030LBD
CIN: 130047127000003

```

```

700105   1300471270   [REDACTED]           LLA :
AE 97-11X8242 2801 000 74012 0 065916 2D PGY044 COST CODE: 332680030GPO

```

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CIN: 130047127000004

700106 1300471270 [REDACTED] LLA :  
AF 97-11X8242 28S5 000 74S52 0 065916 2D PIQA4N COST CODE: 409380160GAI  
CIN: 130047127000005

700107 1300471270 [REDACTED] LLA :  
AG 97-11X8242 28S5 000 74S52 0 065916 2D PIQ24N COST CODE: 410580140LBE  
CIN: 130047127000006

700108 1300471270 [REDACTED] LLA :  
AH 97-11X8242 2827 000 74272 0 065916 2D PJON4N COST CODE: 022280330LAX  
CIN: 130047127000007

700109 1300471270 [REDACTED] LLA :  
AJ 97-11X8242 2861 000 74612 0 065916 2D PPIT4N 434380010LFA  
CIN: 130047127000008

700110 1300471270 [REDACTED] LLA :  
AK 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 427280090GNU  
CIN: 130047127000009

700111 1300471270 [REDACTED] LLA :  
AL 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 332260070GOG  
CIN: 130047127000012

700112 1300471270 [REDACTED] LLA :  
AM 97-11X8242 2880 000 74802 0 065916 2D PUK544 COST CODE: 406480150LUK  
CIN: 130047127000014

700113 1300471270 [REDACTED] LLA :  
AN 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 417580050GQE  
CIN: 130047127000015

700114 1300471270 [REDACTED] LLA :  
AP 97-11X8242 2880 000 74802 0 065916 2D PUK044 COST CODE: 2033800880FAQ CIN:  
130047127000016

900102 1300471270 [REDACTED] LLA :  
AB 97-11X8242 28Q5 000 74Q52 0 065916 2D PAJ044 COST CODE: 428580030LAB  
CIN: 130047127000001

900103 1300471270 [REDACTED] LLA :  
AC 97-11X8242 2842 000 74422 0 065916 2D PBRY44 COST CODE: 413580130BUQ  
CIN: 130047127000002

900104 1300471270 [REDACTED] LLA :  
AD 97-11X8242 2848 000 74482 0 065916 2D PCOA4N COST CODE: 332680030LBD  
CIN: 130047127000003

900105 1300471270 [REDACTED] LLA :  
AE 97-11X8242 2801 000 74012 0 065916 2D PGY044 COST CODE: 332680030GPO  
CIN: 130047127000004

900106 1300471270 [REDACTED] LLA :  
AF 97-11X8242 28S5 000 74S52 0 065916 2D PIQA4N COST CODE: 409380160GAI  
CIN: 130047127000005

900107 1300471270 [REDACTED] LLA :  
AH 97-11X8242 2827 000 74272 0 065916 2D PJON4N COST CODE: 022280330LAX  
CIN: 130047127000007

900108 1300471270 [REDACTED] LLA :  
AQ 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 427280100GNU  
CIN: 130047127000010

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900109 1300471270 [REDACTED] LLA :  
AR 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 427280110GNU  
CIN: 130047127000011

900110 1300471270 [REDACTED] LLA :  
AS 97-11X8242 2858 000 74582 0 065916 2D PTW544 COST CODE: 332260080GOG  
CIN: 130047127000013

900111 1300471270 [REDACTED] LLA :  
AM 97-11X8242 2880 000 74802 0 065916 2D PUK544 COST CODE: 406480150LUK  
CIN: 130047127000014

900112 1300471270 [REDACTED] LLA :  
AN 97-11X8242 2860 000 74602 0 065916 2D PKSE44 COST CODE: 417580050GQE  
CIN: 130047127000015

900113 1300471270 [REDACTED] LLA :  
AP 97-11X8242 2880 000 74802 0 065916 2D PUK044 COST CODE: 2033800880FAQ  
CIN: 130047127000016

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:
- (1) to the Contracting Officer's Representative, and
  - (2) to the Procuring Contracting Officer.

### H-2 DATA RIGHTS

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

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

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWARSECURITY 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 SPAWARSECURITY prior to completion of the picture badge request.
- (b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.
- (c) At the completion of the contract, the contractor shall forward to SPAWARSECURITY Security Office a list of all unreturned badges with a written explanation of any missing badges.

### **H-4 CONTRACTOR IDENTIFICATION (5252.237-9602)(MAY 2004)**

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this task order.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

### **H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (5252.227-9207) (APR 2010)**

#### **(a) Definition.**

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

- (b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its

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subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

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

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

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

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

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

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

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

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

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

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

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

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



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(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

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promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

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

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

#### STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE

TYPED NAME

DATE

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

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

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

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

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

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(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 DIRECTION (COST TYPE CONTRACTS) (5252.242-9202)(APR 1992)**

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

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

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

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

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

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

## **H-9 ORGANIZATIONAL CONFLICT OF INTEREST (5252.209-9205) (DEC 2004)**

(a) *Definition.*

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

- (b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. Specifically, the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier for task orders for which the Contractor has provided such support under the SPAWAR PMW-740 Integrated International Support Services (IISS) Task Order. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.
- (c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.
- (2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor’s employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chain); and data security measures.
- (d) These restrictions shall apply to Indus Technology Inc. This clause shall remain in effect for one year after completion of this contract.
- (e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity, related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor’s parent corporation, subsidiaries, or other physically separate profit or loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

## **H-10 LIMITATION ON FUTURE CONTRACTING**

- (a) The Contractor agrees that it will be restricted in its future contracting with SPAWAR for

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work under PMW 740 in the manner described below. The limitations in this clause are in addition to any Organizational Conflict of Interest (OCI) limitations that may be specified in future SPAWAR solicitations.

- (b) The effort to be performed by the Contractor under this Task Order includes systems engineering and technical direction, preparation of specifications, and development of contractual documentation including but not limited to: Statements of Work (SOWs), Source Selection Plans (SSPs), and Independent Government Estimates (IGEs); technical evaluation of other Contractors' products and services; and access to other Contractors' proprietary information. Such activities create a significant potential for OCI, as set forth in FAR 9.505.
- (c) Consequently, the Contractor shall be ineligible to perform work under, or enter into any contract for, PMW 740 as either the prime contractor, subcontractor, consultant or as part of a teaming arrangement, unless otherwise authorized in writing by the Contracting Officer. This restriction shall remain in effect during the life of this Task Order (including the option period, if exercised) and for one (1) year after completion of performance of all efforts under this Task Order (TO).
- (d) The Contractor agrees that any proposals or quotes for any work requiring written approval of the Contracting Officer prior to entering into a contract subject to the restriction of this clause are submitted at the Contractor's own risk. Therefore, the Contractor is not entitled to, and shall not make any claim against, the Government to recover proposal or quote preparation costs, regardless of whether the request for authorization to enter into the contract is denied or approved.
- (e) As a result of breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government reserves the right to terminate this contract for default, disqualify the Contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the Contractor discovers and promptly reports an OCI subsequent to contract award, the Contracting Officer may choose to undertake termination of this contract for convenience of the Government, when such termination is deemed to be in the best interest of the Government.
- (f) The Contractor agrees to insert in each subcontract or consultant agreement awarded for any portion of this requirement a clause that conforms substantially to the language of this clause, including this paragraph, unless otherwise authorized in writing by the Contracting Officer.

## **H-11 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, NOTICE OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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

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

- (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR

2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

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

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

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

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

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

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

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

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- (iv) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.
- (v) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.
- (vi) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.
- (vii) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

### **H-13 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION**

- (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.

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#### **H-14 REIMBURSEMENT OF TRAVEL COSTS (5252.231-9200) (JAN 2006)**

##### **(a) Contractor Request and Government Approval of Travel**

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

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

##### **(b) General**

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

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

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

##### **(c) Per Diem**



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- (1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.
- (2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.
- (3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

- (1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).
- (2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.
- (3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).
- (4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.
- (5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the

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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, lighttruck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:
  - (a) is self-propelled and licensed to travel on the public highways;
  - (b) is designed to carry passengers or goods; and
  - (c) has four or more wheels or is a motorcycle or moped.
- (iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.
- (v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.
- (iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

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

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

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

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

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

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

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

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

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

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

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

Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 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-15 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (5252.243-9600) (JAN 1992)**

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

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

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

CARLA J. BROWN

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4301 PACIFIC HIGHWAY,  
SAN DIEGO, CA 92110-3127  
619-524-7204

#### **H-16 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206) (DEC 1999)**

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

#### **H-17 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

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

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

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## SECTION I CONTRACT CLAUSES

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

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

### I-2 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

### I-3 LIMITATIONS ON SUBCONTRACTING (52.219-14) (NOV 2011)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) *Applicability.* This clause applies only to--
  - (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
  - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
  - (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
  - (1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
  - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
  - (3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
  - (4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

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- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason certified cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
  - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause. (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
  - (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4](#)(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR [Subpart 44.3](#).
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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(At the time of Award, List Here, all Subcontractors (By Full Name) that were included in the Contractor's proposal)

**Booz Allen Hamilton Inc.**

**General Dynamics Information Tech, Inc.**

**Highbury Defense Group Institute**

**for Information Industry**

**Saudi Naval Support Co. Ltd.**

## **I-5 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (DEC 2010)**

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

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

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

(1) Agrees not to—

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

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

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

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

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

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

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

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



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

## **I-6 CLAUSES INCORPORATED BY REFERENCE (52.252-2)(Feb 1998)**

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://acquisition.gov/far/>  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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

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

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

52.204-9 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

52.216-8 FIXED FEE (JUN 2011)

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2012)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

52.243-3 CHANGES – COST REIMBURSEMENT (ALTERNATE 1)(APR 1984)

52.249-6 TERMINATION (COST-REIMBURSEMENT)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

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252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL  
INFORMATION (NOV 2013)

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement (PWS)

Attachment 2 - Contract Security Classification Specification (DD254)

Attachment 3- Quality Assurance Surveillance Plan (QASP)

Attachment 4 - Key Personnel Labor Category Descriptions

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

Exhibit A - Attachment 1 to CDRL A001- Staffing Plan

Exhibit A - Attachment 2 to CDRL A001- Staffing Plan