

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
P00001

3. EFFECTIVE DATE
29-Nov-2018

4. REQUISITION/PURCHASE REQ. NO.
1300XXXXXX

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

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6) CODE

S0514A

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110

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

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Highbury Defense Group
3665 Jackdaw Street
San Diego CA 92103-3837

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7309 / N0003919F3000

10B. DATED (SEE ITEM 13)

19-Nov-2018

CAGE CODE
6SLR6

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

[ ]

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

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

[X] D. OTHER (Specify type of modification and authority)
FAR 52.242-15 Alternate 1

E. IMPORTANT: Contractor [ X ] is not, [ ] is required to sign this document and return \_\_\_ copies to the issuing office.

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

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY

29-Nov-2018

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

Pursuant to the authority of FAR Clause 52.242-15 Alt I "Stop Work Order (Apr 1984)," the contracting officer hereby issues a "Stop Work Order" ordering Highbury Defense Group (HDG) to "Stop Work" under the subject Task Order, effective 29 November 2018. HDG shall, effective immediately, cease to issue any further orders and/or subcontracts for materials or services in support of this contract. The contractor shall immediately comply with this order and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by this order during the period of work stoppage. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

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

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R408	Base Period - Labor (Fund Type - TBD)	1.0	LO	\$■ \$■ \$■		
700101	R408	■ (ACRN AA) (O&MN,N)					
700102	R408	■ (ACRN AB) (O&MN,N)					
700103	R408	■ xx (ACRN AC) (O&MN,N)					
700104	R408	■ (ACRN AD) (O&MN,N)					
700105	R408	■ (ACRN AE) (O&MN,N)					
700106	R408	■ (ACRN AF) (O&MN,N)					
700107	R408	■ (ACRN AG) (O&MN,N)					
700108	R408	■ (ACRN AH) (O&MN,N)					
700109	R408	■ (O&MN,N)					
700110	R408	■ (ACRN AK) (O&MN,N)					
700111	R408	■ (ACRN AL) (OPN)					
700112	R408	■ (ACRN AM) (O&MN,N)					
700113	R408	■ (ACRN AN) (O&MN,N)					
700114	R408	■ (ACRN AP) (O&MN,N)					
700115	R408	■ (ACRN AQ) (O&MN,N)					
700116	R408	■ (ACRN AR) (OPN)					
700117	R408	■ (ACRN AS) (O&MN,N)					
700118	R408	■ AT) (OPN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700119	R408	█ (ACRN AU) (OPN)					
700120	R408	█ (ACRN AV) (O&MN,N)					
700121	R408	█ (ACRN AW) (O&MN,N)					
700122	R408	█ (ACRN AX) (OPN)					
700123	R408	█ (ACRN AY) (OPN)					
700124	R408	█ (ACRN AZ) (OPN)					
700125	R408	█ (ACRN BA) (OPN)					
700126	R408	█ (ACRN BB) (O&MN,N)					
700127	R408	█ (ACRN BC) (O&MN,N)					
700128	R408	█ (ACRN BD) (RDT&E)					
700129	R408	█ (ACRN BE) (O&MN,N)					
700130	R408	█ (ACRN BF) (O&MN,N)					
700131	R408	█ (ACRN BG) (O&MN,N)					
700132	R408	█ (ACRN BH) (O&MN,N)					
700133	R408	█ (ACRN BJ) (O&MN,N)					
700134	R408	█ (ACRN BK) (O&MN,N)					
700135	R408	█ (ACRN BL) (O&MN,N)					
700136	R408	█ (ACRN BM) (OPN)					
700137	R408	█ (ACRN BN) (O&MN,N)					
	700138	R408 █ █ (ACRN BP) (O&MN,N)					
700139	R408	█ (ACRN BQ) (O&MN,N)					
700140	R408	█  (ACRN BR) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700141	R408	█ (ACRN BS) (O&MN,N)					
700142	R408	█ (ACRN BT) (O&MN,N)					
700143	R408	█ (ACRN BU) (O&MN,N)					
700144	R408	█ (ACRN BV) (OPN)					
700145	R408	█ MGMT (ACRN BW) (OPN)					
700146	R408	█ MGMT (ACRN BX) (OPN)					
700147	R408	█ MGMT (ACRN BY) (OPN)					
700148	R408	xx (ACRN BZ) (OPN)					
700149	R408	█ █ (ACRN CA) (OPN)					
700150	R408	█ (ACRN CB) (O&MN,N)					
700151	R408	█ (ACRN CC) (RDT&E)					
700152	R408	█ (ACRN CD) (OPN)					
700153	R408	█ (ACRN CE) (O&MN,N)					
700154	R408	█ (O&MN,N)					
700155	R408	█ (ACRN CG) (O&MN,N)					
700156	R408	█ (ACRN CH) (OPN)					
700157	R408	█ (ACRN CJ) (OPN)					
700158	R408	█ (ACRN CK) (RDT&E)					
700159	R408	█ (ACRN CL) (O&MN,N)					
700160	R408	█ (ACRN CM) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700161	R408	█ (ACRN CN)(O&MN,N)					
700162	R408	█ █ CP)(O&MN,N)					
7101	R408	Option Period 1 - Labor (Fund Type - TBD)  Option	1.0	LO	\$█ \$█ \$█		
7201	R408	Option Period 2 - Labor (Fund Type - TBD)  Option	1.0	LO	\$█ \$█ \$█		
7301	R408	Option Period 3 - Labor (Fund Type - TBD)  Option	1.0	LO	\$█ \$█ \$█		
7401	R408	Option Period 4 - Labor (Fund Type - TBD)  Option	1.0	LO	\$█ \$█ \$█		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R408	Base Period - ODCs (Non-Fee Bearing) (Fund Type - TBD)	1.0	LO	\$XX
900101	R408	█ (ACRN AP) (O&MN,N)			
900102	R408	█ (ACRN AV) (O&MN,N)			
900103	R408	█ (ACRN AZ) (OPN)			
900104	R408	█ (ACRN BK) (O&MN,N)			
900105	R408	█ (ACRN BL) (O&MN,N)			
900106	R408	█ (ACRN BM) (OPN)			
900107	R408	█ (ACRN BS) (O&MN,N)			
900108	R408	█ (ACRN BT) (O&MN,N)			
900109	R408	PMW █ (ACRN BU) (O&MN,N)			
900110	R408	PMW █ (ACRN BV) (OPN)			
900111	R408	█ (ACRN CE) (O&MN,N)			
900112	R408	█ (ACRN CH) (OPN)			
900113	R408	█ (ACRN CK) (RDT&E)			
900114	R408	█ (ACRN CN)  (O&MN,N)			
9101	R408	Option Period 1 - ODCs (Non-Fee Bearing) (Fund Type - TBD)	1.0	LO	\$█

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9201	R408	Option Period 2 - ODCs (Non-Fee Bearing) (Fund Type - TBD)	1.0	LO	\$■
		Option			
9301	R408	Option Period 3 - ODCs (Non-Fee Bearing) (Fund Type - TBD)	1.0	LO	\$■
		Option			
9401	R408	Option Period 4 - ODCs (Non-Fee Bearing) (Fund Type - TBD)	1.0	LO	\$■
		Option			

### B-1 ADDITIONAL SLINS

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

### B-2 OTHER DIRECT COSTS

It is anticipated that Other Direct Costs (ODCs) costs will consist mainly of travel and incidental material costs. The Government reserves the right to increase the ODC 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 ODCs will be non-fee bearing cost elements subject to Material Handling and G&A rates only.

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

#### (a) Total Estimated Hours.

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

#### (b) Computation of Fee.

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

#### (c) Modifications.

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

#### (d) Payment of Fee.

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

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	<u>CLIN</u>	<u>Fixed Fee</u>	<u>Hours</u>	<u>Fee Per Direct Labor Hour</u>
Base Period	7001	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Option Period 1	7101	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Option Period 2	7201	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Option Period 3	7301	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]
Option Period 4	7401	\$ [REDACTED]	[REDACTED]	\$ [REDACTED]

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

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

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

#### ITEM(S) AMOUNT ALLOCATED (COST AND FEE)

7001 \$ [REDACTED]

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.

#### B-5 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 SPECIFICATION/STATEMENT OF WORK

Work under this task order 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 (QASP)

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 2 to this solicitation and will be included in the Task Order award.

### C-3 SECURITY REQUIREMENTS

The work to be performed under this contract as delineated in the DD Form 254, Attachment 3, involves access to and handling of classified material up to and including SECRET. 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. The contractor shall follow SECNAVINST 5239.3A of 20 Dec 2004 & DoD 8500.2 of 6 Feb 2003 when performing IA task order.

### C-5 WORKWEEK

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

Following is a list of holidays observed by the Government:

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

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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 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. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories table.

<u>GOVERNMENT LABOR CATEGORIES</u>	<u>CONTRACTOR LABOR CATEGORIES</u>
Mid-Level Manager - Contracts	■
Task Order Project Manager	■
Senior Systems Engineer	■
Senior Systems Analyst - Scheduling	■
Senior Systems Analyst	■
Mid-Level Systems Analyst	■
Junior Systems Analyst	■
Senior Administrative Specialist	■
Mid-Level Administrative Specialist	■
Junior Administrative Assistant	■
Mid-Level PM Support - Acquisition	■
Junior Level PM Support - Acquisition	■
Senior Program Manager	■
Mid-Level PM Support - Design & Installation	■
Senior Level Install Execution - Design Manager	■
Mid-Level Systems Analyst - Program Support	■
Junior Level Systems Analyst - Program Support	■
Program Management Support ILS - Mid	■

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Program Management Support ILS - Jr	█
Program Management Support Cyber - Mid	█
Program Management Support Cyber - Senior	█

**C-7 LIABILITY INSURANCE--COST TYPE CONTRACTS**

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

- (1) Workers' compensation and employers' liability: minimum of \$ █
- (2) Comprehensive general liability: \$ █ per occurrence
- (3) Automobile liability: \$ █ per person \$ █ per occurrence \$ █ per occurrence for property damage

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

**C-8 KEY PERSONNEL**

(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 the individual's sudden illness, death, or termination of employment. In any of these events, the contractors shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, 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 by him/her 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 his/her authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

<u>LABOR CATEGORY</u>	<u>NAME</u>
Task Order Project Manager	█
Senior Systems Engineer (Scheduling Task Lead)	█

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## **SECTION D PACKAGING AND MARKING**

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

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

See Section G – Contracting Officer’s Representative.

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE -- DESTINATION**

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. Inspection shall be IAW FAR 52.246-5 of the basic contract.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	11/19/2018 - 11/18/2019
9001	11/19/2018 - 11/18/2019

### CLIN - DELIVERIES OR PERFORMANCE

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

#### OPTION PERIOD 1:

7101	11/19/2019 - 11/18/2020
9101	11/19/2019 - 11/18/2020

#### OPTION PERIOD 2:

7201	11/19/2020 - 11/18/2021
9201	11/19/2020 - 11/18/2021

#### OPTION PERIOD 3:

7301	11/19/2021 - 11/18/2022
9301	11/19/2021 - 11/18/2022

#### OPTION PERIOD 4:

7401	11/19/2022 - 11/18/2023
9401	11/19/2022 - 11/18/2023

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

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 TYPE OF CONTRACT

This is a Cost-Plus-Fixed-Fee (CPFF) level-of-effort (Term) Task Order.

### G-2 INVOICING INSTRUCTIONS

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

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

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

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

### G-3 DFAS PAYMENT INSTRUCTIONS

#### PGI 204.7108(d)(12) Payment instructions.

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. The subject Task Order is a cost-type contract that requires multiple CLINs / SLINs / ACRNs to be funded against a fluid schedule. Consequently, the contractor completes the effort in a fluid environment. That said, the most appropriate way to define payment instructions is to evaluate the contractor's invoice, which is the only logical reflection of how funds will be expended.

NOTE: This Task Order has multiple sources of funding. PGI 204.7108(d)(1)-(11) Standard Payment Instructions, formats are not compatible with this multiple source funded Task Order. Payment Instruction (12) (Other) must be used to facilitate the multiple source funding structure of this Task Order for which invoicing shall be paid by CLIN / SLIN / ACRN as referenced in the contractor's invoices.

### G-4 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS 252.232-7006

(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 Work Flow (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).

Cost Voucher

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

See G-5

(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\*

<u>Field Name in WAWF</u>	<u>Data to be entered in WAWF</u>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00039
Admin DoDAAC	S0514A
Inspect By DoDAAC	N00039
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA05B
Other DoDAAC(s)	N/A



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

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

**COR:** ■

(g) *WAWF point of contact.*

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

N/A

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

#### **G-5 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

Name: ■

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego, CA 92110

Phone: 619-524-7598

E-Mail: ■

#### **G-6 CONTRACTING OFFICER REPRESENTATIVE (COR)**

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer's Representative (COR) for this Task Order:

Name: ■

Code: SPAWAR 6.1

Address: 4301 Pacific Highway, San Diego, CA 92110

E-mail: ■

Phone: 619-524-7067

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the PCO or the Administrative Contracting Officer (ACO) has issued a contractual change.

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Accounting Data

SLINID	PR Number	Amount
700101	1300752867	■
LLA :		
AA 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004797558		
■		
(CIN 130075286700001)		
700102	1300752867	■
LLA :		
AB 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004797558		
■		
(CIN 130075286700002)		
700103	1300752867	■
LLA :		
AC 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004797558		
■		
(CIN 130075286700003)		
700104	1300752867	■
LLA :		
AD 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A30004797558		
■		
(CIN 130075286700004)		
700105	1300752867	■
LLA :		
AE 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A40004797558		
■		
(CIN 130075286700005)		
700106	1300752867	■
LLA :		
AF 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A50004797558		
■		
(CIN 130075286700006)		
700107	1300752869	■
LLA :		
AG 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004797560		
■		
(CIN 130075286900001)		
700108	1300752869	■
LLA :		
AH 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004797560		
■		
(CIN 130075286900002)		
700109	1300752869	■
LLA :		
AJ 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004797560		
■		
(CIN 130075286900003)		
700110	1300752869	■
LLA :		
AK 1791804 5FIT 251 00039 0 050120 2D 000000 COST CODE: A30004797560		
■		
(CIN 130075286900004)		
700111	1300751725	■
LLA :		

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AL 1791804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A00004787583

700112 1300751725

LLA :

AM 1791804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A10004787583

(CIN 130075172500002)

700113 1300751725

LLA :

AN 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004787583

(CIN 130075172500003)

700114 1300751725

LLA :

AP 1791804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A30004787583

(CIN 130075172500004)

700115 1300751725 LLA :

AQ 1791804 5C1C 251 00039 0 050121 2D 000000 COST CODE: A40004787583

(CIN 130075172500005)

700116 1300751725

LLA :

AR 1781810 52FA 251 00039 0 050120 2D 000000 COST CODE: A50004787583

(CIN 130075172500006)

700117 1300751725

LLA :

AS 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A60004787583

(CIN 130075172500007)

700118 1300751725

LLA :

AT 1781810 52NU 251 00039 0 050120 2D 000000 COST CODE: A70004787583

(CIN 130075172500008)

700119 1300751725

LLA :

AU 1781810 52C1 251 00039 0 050120 2D 000000 COST CODE: A80004787583

(CIN 130075172500009)

700120 1300751725

LLA :

AV 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A90004787583

(CIN 130075172500010)

700121 1300751725

LLA :

AW 1791804 5B2B 251 00039 0 050120 2D 000000 COST CODE: B00004787583

(CIN 130075172500011)

700122 1300751725

LLA :

AX 1781810 M21U 251 00039 0 050120 2D 000000 COST CODE: B10004787583

(CIN 130075172500012)

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700123 1300751725  
 LLA :  
 AY 1781810 M21R 251 00039 0 050120 2D 000000 COST CODE: B20004787583  
 (CIN 130075172500013)

700124 1300751725  
 LLA :  
 AZ 1781810 M2PQ 251 00039 0 050120 2D 000000 COST CODE: B00004787583  
 (CIN 130075172500014)

700125 1300751725  
 LLA :  
 BA 1781810 M2L0 251 00039 0 050120 2D 000000 COST CODE: B40004787583  
 (CIN 130075172500015)

700126 1300751725  
 LLA :  
 BB 1791804 5B2B 251 00039 0 050120 2D 000000 COST CODE: B50004787583  
 (CIN 130075172500016)

700127 1300751725  
 LLA :  
 BC 1791804 5FIT 251 00039 0 050120 2D 000000 COST CODE: B60004787583  
 (CIN 130075172500017)

700128 1300751919  
 LLA :  
 BD 1781319 85EB 251 240V0 0 050120 2D 000000 COST CODE: A00004790233  
 (CIN 130075191900001)

700129 1300751139  
 LLA :  
 BE 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004783543  
 (CLIN 130075113900001)

700130 1300752841  
 LLA :  
 BF 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004796233  
 (CIN 130075284100001)

700131 1300752841  
 LLA :  
 BG 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004796233  
 (CIN 130075284100002)

700132 1300752841  
 LLA :  
 BH 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20004796233  
 (CLIN 130075284100003)

700133 1300752841  
 LLA :  
 BJ 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A30004796233  
 (CIN 130075284100004)

700134 1300752841  
 BK 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A40004796233

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(CIN 130075284100005)

700135 1300752841  
LLA :  
BL 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A50004796233

(CIN 130075284100007)

700136 1300752841  
LLA :  
BM 1791810 M7IT 251 00039 0 050120 2D 000000 COST CODE: A60004796233

(CIN 130075284100009)

700137 1300752841  
LLA :  
BN 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A70004796233

(CIN 130075284100011)

700138 1300752841  
LLA :  
BP 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A80004796233

(CIN 130075284100012)

700139 1300752841  
LLA :  
BQ 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A90004796233

(CIN 130075284100013)

700140 1300752841  
LLA :  
BR 1791894 5C1C 251 00039 0 050120 2D 000000 COST CODE: B00004796233

(CIN 130075284100014)

700141 1300752841  
LLA :  
BS 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: B10004796233

(CIN 130075284100015)

700142 1300752841  
LLA :  
BT 1791804 5C5C 251 00039 0 050120 2D 000000 COST CODE: B20004796233

(CIN 130075284100017)

700143 1300752841  
LLA :  
BU 1791804 5C6C 251 00039 0 050120 2D 000000 COST CODE: B30004796233

(CIN 130075284100019)

700144 1300752841  
LLA :  
BV 1791819 M7Z7 251 00030 0 050120 2D 000000 COST CODE: B400004796233

XX  
(CIN 130075284100021)

700145 1300752841  
LLA :  
BW 1791810 M2PQ 251 00039 0 050120 2D 000000 COST CODE: B50004796233

(CIN 130075284100023)

700146 1300752841  
LLA :

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BX 1791810 M2PQ 251 00039 0 050120 2D 000000 COST CODE: B60004796233

█  
(CIN 130075284100024)

700147 1300752841 █

LLA :

BY 1791810 M2PQ 251 00039 0 050120 2D 000000 COST CODE: B70004796233

█  
(CIN 130075284100025)

700148 1300752841 █

LLA :

BZ 1791810 M2PQ 251 00039 0 050120 2D 000000 COST CODE: B80004796233

█  
(CIN 130075284100026)

700149 1300752841 █

LLA :

CA 1791810 M25F 251 00039 0 050120 2D 000000 COST CODE: B90004796233

█  
(CIN 130075284100027)

700150 1300752841 █

LLA :

CB 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: C00004796233

█  
(CIN 130075284100028)

700151 1300752841 █

LLA :

CC 1791319 X7FY 251 00039 0 050120 2D 000000 COST CODE: C10004796233

█  
(CIN 130075284100029)

700152 1300752841 █

LLA :

CD 1791810 M2W4 251 00039 0 050120 2D 000000 COST CODE: C20004796233

█  
(CIN 130075284100030)

700153 1300752841 █

LLA :

CE 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: C30004796233

█  
(CIN 130075284100031)

700154 1300752841 █

LLA :

CF 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: C40004796233

█  
(CIN 130075284100033)

700155 1300752841 █

LLA :

CG 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: C50004796233

█  
(CIN 130075284100034)

700156 1300752841 █

LLA :

CH 1781810 M25F 251 00039 0 050120 2D 000000 COST CODE: C60004796233

█  
(CIN 130075284100035)

700157 1300752841 █

LLA :

CJ 1781810 M25F 251 00039 0 050120 2D 000000 COST CODE: C70004796233

█  
(CIN 130075284100037)

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700158 1300752841  
 LLA :  
 CK 17X1319 5518 251 00039 0 050120 2D 000000 COST CODE: C80004796233  
 (CIN 130075284100038)

700159 1300752841  
 LLA :  
 CL 1791804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: C90004796233  
 (CIN 130075284100040)

700160 1300752841  
 LLA :  
 CM 1791804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: D00004796233  
 (CIN 130075284100041)

700161 1300752841  
 LLA :  
 CN 1791804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: D10004796233  
 (CIN 130075284100042)

700162 1300752841  
 LLA :  
 CP 1791804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: D20004796233  
 (CIN 130075284100044)

900101 1300751725  
 LLA :  
 AP 1791804 5B2B 251 00039 0 050120 2D 000000 COST CODE: A30004787583  
 (CIN 130075172500004)

900102 1300751725  
 LLA :  
 AV 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A90004787583  
 130075172500010)

900103 1300751725  
 LLA :  
 AZ 1781810 M2PQ 251 00039 0 050120 2D 000000 COST CODE: B30004787583  
 (CIN 130075172500014)

900104 1300752841  
 LLA :  
 BK 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A40004796233  
 (CIN 130075284100006)

900105 1300752841  
 LLA :  
 BL 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A50004796233  
 (CIN 130075284100008)

900106 1300752841  
 LLA :  
 BM 1791810 M7IT 251 00039 0 050120 2D 000000 COST CODE: A60004796233  
 (CIN 130075284100010)

900107 1300752841  
 LLA :  
 BS 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: B10004796233

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(CIN 130075284100016)

900108 1300752841 ■  
 LLA :  
 BT 1791804 5C5C 251 00039 0 050120 2D 000000 COST CODE: B20004796233

■ (CIN 130075284100018)

900109 1300752841 ■  
 LLA :  
 BU 1791804 5C6C 251 00039 0 050120 2D 000000 COST CODE: B30004796233

■ (CIN 130075284100020)

900110 1300752841 ■  
 LLA :  
 BV 1791810 M7Z7 251 00039 0 050120 2D 000000 COST CODE: B40004796233

■ (CIN 130075284100022)

900111 1300752841 ■  
 LLA :  
 CE 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: C30004796233

■ (CIN 130075284100032)

900112 1300752841 XX  
 LLA :  
 CH 1781810 M25F 251 00039 0 050120 2D 000000 COST CODE: C60004796233

■ (CIN 130075284100036)

900113 1300752841 XX  
 LLA :  
 CK 17X1319 5518 251 00039 0 050120 2D 000000 COST CODE: C80004796233

■ (CIN 130075284100039)

900114 1300752841 XX  
 LLA :  
 CN 1791804 5RZ3 251 00039 0 050120 2D 000000 COST CODE: D10004796233

■ (CIN 130075284100043)

BASE Funding ■  
 Cumulative Funding ■  
 MOD P00001 Funding ■  
 Cumulative Funding ■



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 SEGREGATION OF COSTS

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

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

### H-2 DATA RIGHTS

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

### H-3 CONTRACTOR PICTURE BADGE

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

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

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

### H-4 CONTRACTOR IDENTIFICATION

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

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).

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

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

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

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

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

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

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

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

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

(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.

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- (3) Programming Phase.
  - (4) Fiscal Guidance (when separate from Defense Planning guidance).
  - (5) Program Objective Memoranda.
  - (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
  - (7) Program review Proposals.
  - (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
  - (9) Proposed Military Department Program Reductions (or Program Offsets).
  - (10) Tentative Issue Decision Memoranda.
  - (11) Program Decision Memoranda.
  - (12) Budgeting Phase.
  - (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
  - (14) Classified P1, R1 and C1.
  - (15) Program Budget Decisions and Defense Management Report Decisions.
  - (16) Reports Generated by the Automated Budget Review System (BRS).
  - (17) DD 1414 Base for Reprogramming.
  - (18) DD 1416 Report of Programs.
  - (19) Contract Award Reports.
  - (20) Congressional Data Sheets.
  - (21) Any other data or information identified by the Government as PPBS data or information. This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.
- (b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other 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:

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## 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.

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

## H-7 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to:

(1) assign additional work under the task order;

(2) direct a change as defined in the "CHANGES" clause in this task order;

(3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or

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(4) change any of the terms, conditions or specifications of the task order.

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

#### **H-8 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)**

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of SPAWAR 5.0, 6.0, and Fleet Readiness Directorate (FRD). Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of SPAWAR 5.0, 6.0 and FRD. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of one year after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this term. Any subcontractor that performs any work relative to this contract shall be subject to this term. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this term.

(c) For the purposes of this term, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this term. It agrees to be bound by its terms and conditions and understands that violation of this term may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest term.

#### **H-9 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION)**

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of SPAWAR 5.0, 6.0 and FRD. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this term, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or

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disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this term. Any subcontractor that performs any work relative to this contract shall be subject to this term. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this term.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this term. It agrees to be bound by its terms and conditions and understands that violation of this term may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest term.

## **H-10 ORGANIZATIONAL CONFLICT OF INTEREST**

(a) *Definition.*

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

(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. 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. 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 5.0, 6.0, FRD Executive and Management Support Task Order, as well as task orders awarded under the SPAWAR Global Installation IDIQ contract.

(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

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subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to [ *company name to be filled in upon award of the contract* ]. This term shall remain in effect for one year after completion of this task order.

(e) The Contractor shall apply this term 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 term 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 and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

#### **H-11 REIMBURSEMENT OF TRAVEL COSTS**

##### **(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

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time of travel as set forth in the following:

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

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

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

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

(c) Per Diem

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

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

(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).



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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles. In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles. In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles. In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).

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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-12 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

(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 aid authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Any warranted Contracting Officer

CODE: 20000

ADDRESS: 4301 Pacific Highway, San Diego, CA 92110-3127

#### **H-13 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED**

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-14 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

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

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

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

**H-15 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION**

(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.

(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

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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.

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## SECTION I CONTRACT CLAUSES

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

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 (MAR 2008) (FAR 52.217-9)

(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 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 and six months.

### I-3 LIMITATIONS ON SUBCONTRACTING (JAN 2017) (52.219-14)

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

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

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) participants;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) participants; and

(3) Orders set aside for small business or 8(a) participants 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.

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

(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).

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“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:

Any subcontract over the Simplified Acquisition Threshold (SAT) that was not initially proposed regardless of whether the potential subcontractor(s) have an approved accounting system

(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.

(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;

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(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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### **I-5 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)**

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

### **I-6 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 Identity Verification of Contractor Personnel (JAN 2011)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2013)

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

52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011)

52.219-28 Post-Award Small Business Program Representation (JUL 2013)

52.222-35 Equal Opportunity for Veterans (OCT 2015)

52.222-37 Employment Reports on Veterans (JUL 2014)

52.222-54 Employment Eligibility Verification (OCT 2015)

52.245-1 Government Property (JAN 2017)

52.245-9 Use and Charges (APR 2012)

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

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

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

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

252.225-7004 Report of Intended Performance Outside the United States and Canada - Submission after Award (OCT 2015)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)

252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)



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252.242-7005 Contractor Business Systems (FEB 2012)

252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

252.245-7002 Reporting Loss of Government Property (DEC 2017)

252.245-7003 Contractor Property Management System Administration (APR 2012)

252.245-7004 Reporting, Reutilization, and Disposal (DEC 2017)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Work Statement (PWS)

Attachment 2 - Quality Assurance Surveillance Plan (QASP)

Attachment 3 - Contract Security Classification Specification (DD254)

Attachment 4 - Informational Access Agreement - Company

Exhibit A - Contract Data Requirements List (CDRLs)

CDRL Attachment 1 - Staffing Plan

CDRL Attachment 2 - Staffing Plan