

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
54

3. EFFECTIVE DATE  
19-Sep-2017

4. REQUISITION/PURCHASE REQ. NO.  
1300662473-0001

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

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE S2404A

SPAWAR HQ  
4301 Pacific Highway  
San Diego CA 92110  
robert.wiley1@navy.mil 858-537-0313

DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

SCD: C

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

Harris Corporation  
12975 Worldgate Drive, Suite 700  
Herndon VA 20170

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4395-NS02

10B. DATED (SEE ITEM 13)

16-Sep-2013

CAGE CODE 9M715

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)

SEE SECTION G

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)  
FAR 52.232-22 Limitation of Funds (April 1984)

E. IMPORTANT: Contractor  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)

Patrick A Dimla, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Patrick A Dimla

(Signature of Contracting Officer)

19-Sep-2017

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243



**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
4001	R425	Labor. Base Year. (Fund Type - TBD)	1.0	LO			
400101	R425	Incremental Funding - ACRN AA PWS Par 5.1.1 (O&MN,N)					
400102	R425	Incremental Funding - ACRN AB PWS Par 5.2.2 (O&MN,N)					
400103	R425	Incremental Funding - ACRN AD PWS Par 5.1.1 (O&MN,N)					
400104	R425	Incremental Funding - ACRN AC PWS Par 5.1.1 (O&MN,N)					
400105	R425	Incremental Funding - ACRN AE PWS Par 5.1.1 (O&MN,N)					
400106	R425	Incremental Funding - ACRN AF PWS Par 5.1.1 [REDACTED] (O&MN,N)					
400107	R425	Incremental Funding - ACRN AG PWS Par 5.2.2 (O&MN,N)					
400108	R425	Incremental Funding - ACRN AH PWS Par 5.1.1 (O&MN,N)					
400109	R425	Incremental Funding - ACRN AJ PWS Par 5.2.1 (O&MN,N)					
400110	R425	Incremental Funding - ACRN AK (Allied [REDACTED]) (RDT&E)					
400111	R425	Incremental Funding - ACRN AL (Tier IV) (OPN)					
400112	R425	Incremental Funding - ACRN AM (MDA) (O&MN,N)					
400113	R425	Incremental Funding - ACRN AN (PMW 160) [REDACTED] (O&MN,N)					
400114	R425	Incremental Funding - ACRN AP (GST) (O&MN,N)					
400115	R425	Incremental Funding - ACRN AQ [REDACTED]					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400116	R425	Incremental Funding - ACRN AR (5FLT IA) [REDACTED] [REDACTED] (O&MN,N)					
400117	R425	Incremental Funding - ACRN AS (5FLT PACSTAR) [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
400118	R425	Incremental Funding - ACRN AT (5FLT C2RPC) [REDACTED] [REDACTED] (O&MN,N)					
400119	R425	Incremental Funding - ACRN AU (5FLT GCCS [REDACTED] [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
400120	R425	Incremental Funding - ACRN AT (5FLT [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
400121	R425	Incremental Funding - ACRN AR (5FLT C2 [REDACTED] [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
400122	R425	Incremental Funding - ACRN AT (5FLT C2 CENTRIX [REDACTED] [REDACTED] [REDACTED] PR#1300452553 Mod 14) (O&MN,N)					
400123	R425	Incremental Funding - ACRN AV (TIER III) (O&MN,N)					
400124	R425	Incremental Funding - ACRN AW (UARNOC) (O&MN,N)					
400125	R425	Incremental Funding - ACRN AX [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
400126	R425	Incremental Funding - ACRN AY [REDACTED] [REDACTED] [REDACTED]					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(O&MN,N)					
400127	R425	Incremental Funding - ACRN AT [REDACTED] [REDACTED] [REDACTED]					
		(O&MN,N)					
400128	R425	Incremental Funding - ACRN AZ (TIER III Far East) (O&MN,N)					
400129	R425	Incremental Funding - ACRN BA (5.3.1 GST) (O&MN,N)					
400130	R425	Incremental Funding - ACRN BB (5.2.5 TIER III FAR EAST) (O&MN,N)					
400131	R425	Incremental Funding - ACRN BB (5.2.5 TIER III FAR EAST) (O&MN,N)					
400132	R425	Incremental Funding - ACRN AX (5.2.6 CNE-CNA) (O&MN,N)					
400133	R425	Incremental Funding - ACRN AW [REDACTED] [REDACTED]					
		(O&MN,N)					
400134	R425	Incremental Funding - ACRN AQ (5.2.4 EHF) [REDACTED] [REDACTED]					
		(O&MN,N)					
400135	R425	Incremental Funding - ACRN AV (5.2.5 TIER III) (O&MN,N)					
400136	R425	Incremental Funding - ACRN AP (5.3.1 GST) [REDACTED] [REDACTED]					
		(O&MN,N)					
400137	R425	Incremental Funding - ACRN BD (5.2.3 TIER IV) (OPN)					
400138	R425	Incremental Funding - ACRN BE (5.2.6 MDA) [REDACTED] [REDACTED] (O&MN,N)					
400139	R425	Incremental Funding - ACRN BF (5.3.1 PMW160) [REDACTED] [REDACTED]					
		(O&MN,N)					
400140	R425	Incremental Funding - ACRN BG (5.2.1 5FLT 1A) (O&MN,N)					
400141	R425	Incremental Funding - ACRN BH (5.2.6 5FLT C2RPC) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400142	R425	Incremental Funding - ACRN BJ (5.2.6 5FLT GCCS MOC) (O&MN,N)					
400143	R425	Incremental Funding - ACRN BK (5.2.5 TIER III FAR EAST) [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
400144	R425	Incremental Funding - ACRN BM 5.2.8 ALLIED COP (RDT&E)					
400145	R425	Incremental Funding - ACRN BN 5.2.3 TIER IV (OPN)					
400146	R425	Incremental Funding - ACRN BP 5.2.1 NOC [REDACTED] [REDACTED] (O&MN,N)					
400147	R425	Incremental Funding - ACRN BR 5.3.1 5FLT C2 CENTRIX OCO (O&MN,N)					
400148	R425	Incremental Funds - ACRN BG 5.2.6 5FLTJWICS (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R425	Other Direct Costs and Travel. Non-fee bearing. G&A only. Base Year. (Fund Type - TBD)	1.0	LO	[REDACTED]
600101	R425	Incremental Funding - ACRN AA PWS Par 5.1.1 (O&MN,N)			
600102	R425	Incremental Funding - ACRN AB PWS Par 5.2.2 (O&MN,N)			
600103	R425	Incremental Funding - ACRN AD PWS Par 5.1.1 (O&MN,N)			
600104	R425	Incremental Funding - ACRN AF PWS Par 5.1.1 Re-align \$439000 from SLIN 400106 per mod 14 PR 1300443898-0001) (O&MN,N)			
600105	R425	Incremental Funding - ACRN AG PWS Par 5.2.2 (O&MN,N)			
600106	R425	Incremental Funding - ACRN AJ PWS Par 5.2.1 (O&MN,N)			
600107	R425	Incremental Funding - ACRN AK (Allied [REDACTED] [REDACTED] [REDACTED] (RDT&E)			
600108	R425	Incremental Funding - ACRN AL (Tier IV) (OPN)			
600109	R425	Incremental Funding - ACRN AM (MDA) (O&MN,N)			
600110	R425	Incremental Funding - ACRN AN (PMW 160) [REDACTED] [REDACTED] (O&MN,N)			
600111	R425	Incremental Funding - ACRN AP (GST) (O&MN,N)			
600112	R425	Incremental Funding - ACRN AQ ([REDACTED] [REDACTED] (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600113	R425	Incremental Funding - ACRN AR (5FLT IA) [REDACTED] [REDACTED] (O&MN,N)			
600114	R425	Incremental Funding - ACRN AS (5FLT PACSTAR) [REDACTED] [REDACTED] (O&MN,N)			
600115	R425	Incremental Funding - ACRN AT (5FLT C2RPC) [REDACTED] [REDACTED] (O&MN,N)			
600116	R425	Incremental Funding - ACRN AU (5FLT GCCS [REDACTED] [REDACTED] [REDACTED] (O&MN,N)			
600117	R425	Incremental Funding - ACRN AT (5FLT JWICS) (O&MN,N)			
600118	R425	Incremental Funding - ACRN AR (5FLT C2 CENTRIX)(Realign [REDACTED] [REDACTED]			
600119	R425	Incremental Funding - ACRN AT (5FLT C2 CENTRIX OCO) (O&MN,N)			
600120	R425	Incremental Funding - ACRN AV (TIER III) (O&MN,N)			
600121	R425	Incremental Funding - ACRN AX [REDACTED] [REDACTED] (O&MN,N)			
600122	R425	Incremental Funding - ACRN AY [REDACTED] [REDACTED] [REDACTED] (O&MN,N)			
600123	R425	Incremental Funding - ACRN AT (FLT FMV) [REDACTED] [REDACTED] (O&MN,N)			
600124	R425	Incremental Funding - ACRN AZ (TIER III Far East) (O&MN,N)			
600125	R425	Incremental Funding - ACRN BA (5.3.1 GST) (O&MN,N)			
600126	R425	Incremental Funding - ACRN BB (5.2.5 TIER III FAR EAST) (O&MN,N)			
600127	R425	Incremental Funding - ACRN BB (5.2.5 TIER III FAR EAST) (O&MN,N)			
600128	R425	Incremental Funding - ACRN AV (5.2.1 NOC) (O&MN,N)			
600129	R425	Incremental Funding - ACRN AX (5.2.6 CNE-CNA) (O&MN,N)			
600130	R425	Incremental Funding - ACRN AY (5.2.6 6FLT MOC) (O&MN,N)			
600131	R425	Incremental Funding - ACRN AQ (5.2.4 EHF) (O&MN,N)			
600132	R425	Incremental Funding - ACRN AV (5.2.5 TIER III) [REDACTED] [REDACTED] (O&MN,N)			
600133	R425	Incremental Funding - ACRN BC (5.3.1 CAS GST) (O&MN,N)			
600134	R425	Incremental Funding - ACRN AP (5.3.1 GST) [REDACTED] [REDACTED] (O&MN,N)			
600135	R425	Incremental Funding - ACRN BD (5.2.3 TIER IV) [REDACTED] [REDACTED] (OPN)			
600136	R425	Incremental Funding - ACRN BE (5.2.6 MDA) [REDACTED] [REDACTED] (O&MN,N)			
600137	R425	Incremental Funding - ACRN BK (5.2.5 TIER III FAR EAST) (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600138	R425	Incremental Funding - ACRN BL (5.4.1 5FLT FMV) (O&MN,N)			
600139	R425	Incremental Funding - ACRN BN 5.2.3 TIER IV (OPN)			
600140	R425	Incremental Funding - ACRN BP 5.2.1 NOC [REDACTED] [REDACTED] (O&MN,N)			
600141	R425	Incremental Funding - ACRN BG 5.2.1 5FLT IA (O&MN,N)			
600142	R425	Incremental Funding - ACRN BQ 5.2.6 5FLT GCCS MOC (O&MN,N)			
600143	R425	Incremental Funding - ACRN BR 5.2.6 5FLT JWICS (O&MN,N)			
600144	R425	Incremental Funding - ACRN BR 5.3.1 5FLT C2 CENTRIX OCO (O&MN,N)			
600145	R425	Incremental Funding - ACRN BR 5.4.1 5FLT FMV (O&MN,N)			
600146	R425	Incremental Funding - ACRN BS CPF (O&MN,N)			
600147	R425	Incremental Funds - ACRN BG 5.2.6 5FLT JWICS (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	Labor. Option Year 1. (Fund Type - TBD)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
710101	R425	Incremental Funding - ACRN BT 5.2.2 NCTAMS (O&MN,N)					
710102	R425	Incremental Funding - ACRN BU 5.1.1 AFLOAT (O&MN,N)					
710103	R425	Incremental Funding - ACRN BV 5.1.1 AFLOAT (O&MN,N)					
710104	R425	Incremental Funding - ACRN BW 5.1.1 AFLOAT (O&MN,N)					
710105	R425	Incremental Funding - ACRN BX 5.1.1 AFLOAT (O&MN,N)					
710106	R425	Incremental Funding - ACRN BY 5.1.1 AFLOAT (O&MN,N)					
710107	R425	Incremental Funding - ACRN BX 5.2.2 NCTAMS (O&MN,N)					
710108	R425	Incremental Funding - ACRN CA 5.2.1 NOC ENG (O&MN,N)					
710109	R425	Incremental Funding - ACRN CB 5.2.6 MDA SPIRAL [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
710110	R425	Incremental Funding - ACRN CC 5.2.3 ONE NET TIER IV [REDACTED] [REDACTED] (OPN)					



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710111	R425	Incremental Funding - ACRN CD 5.2.6 ALLIED COP (O&MN,N)					
710112	R425	Incremental Funding - ACRN CE 5.2.1 NOC (De-Obligate [REDACTED] [REDACTED] (O&MN,N)					
710113	R425	Incremental Funding - ACRN CF 5.2.1 NOC (O&MN,N)					
710114	R425	Incremental Funding - ACRN CG 5.2.6 FLT C2 MOC CENTRIX [REDACTED] [REDACTED] (O&MN,N)					
710115	R425	Incremental Funding - ACRN CH 5.2.4 BAHRAIN EHF [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
710116	R425	Incremental Funding - ACRN CJ 5.3.1 GST (O&MN,N)					
710117	R425	Incremental Funding - ACRN CK 5.3.1 UARNOC CENTRIX [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
710118	R425	Incremental Funding - ACRN CL 5.2.6 FLT MOC (O&MN,N)					
710119	R425	Incremental Funding - ACRN CM 5.2.6 FLT C2 MOC SYSTEMS (O&MN,N)					
710120	R425	Incremental Funding - ACRN CN 5.2.5 FLT PACSTAR [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
710121	R425	Incremental Funding - ACRN CP 5.2.5 T3 EUR/BAH [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
710122	R425	Incremental Funding - ACRN CQ 5.2.5 TIERIII FAR EAST [REDACTED] [REDACTED] (O&MN,N)					
710123	R425	Incremental Funding - ACRN CR 5.2.6 FLT C2 MOC SYSTEMS (O&MN,N)					
710124	R425	Incremental Funding - ACRN CT 5.4.2 Allied COP [REDACTED] [REDACTED] [REDACTED] [REDACTED]					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710125	R425	Incremental Funding - ACRN CU 5.2.6 FLT MOC [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
710126	R425	Incremental Funding - ACRN CV 5.3.1 GST CENTRIX [REDACTED] [REDACTED] (O&MN,N)					
710127	R425	Incremental Funding - ACRN CW 5.1.1 AFLOAT SUPPORT (O&MN,N)					
710128	R425	Incremental Funding - ACRN CX 5.2.2 NCTAMS SUPPORT (O&MN,N)					
710129	R425	Incremental Funding - ACRN CY 5.2.6 5FLT MOC C2 SYSTEMS [REDACTED] [REDACTED] (O&MN,N)					
710130	R425	Incremental Funding - ACRN CZ 5.2.6 FSET ASHORE [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
710132	R425	Incremental Funding - ACRN DB 5.1.1 Afloat (O&MN,N)					
710133	R425	Incremental Funding - ACRN DB 5.2.2 NCTAMS (O&MN,N)					
710134	R425	Incremental Funding - ACRN DB 5.2.1 NOC ENG (O&MN,N)					
710135	R425	Incremental Funding - ACRN DC 5.1.1 AFLOAT (WCF)					
710136	R425	Incremental Funding - ACRN DD 5.1.1 AFLOAT (WCF)					
710137	R425	Incremental Funding - ACRN DE 5.2.2 NCTAMS VoSIP (O&MN,N)					
710138	R425	Incremental Funding - ACRN DF 5.1.1 Afloat [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
7201	R425	Labor. Option Year 2. (Fund Type - TBD)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
720101	R425	Incremental Funding - ACRN DG NCTAMS (O&MN,N)					
720102	R425	Incremental Funding - ACRN DG NOC ENG (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720103	R425	Incremental Funding - ACRN DH NOC ENG (O&MN,N)					
720104	R425	Incremental Funding - ACRN DG AFLOAT SUPPORT (O&MN,N)					
720105	R425	Incremental Funding - ACRN DJ NCTANS-VOSIP [REDACTED] [REDACTED] (O&MN,N)					
720106	R425	Incremental Funding - ACRN DK BAHRAIN EHF (O&MN,N)					
720107	R425	Incremental Funding - ACRN DL ONE-NET TIER III E/B [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
720108	R425	Incremental Funding - ACRN DM 5FLT ISA PACSTAR [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
720109	R425	Incremental Funding - ACRN DN 5FLT C2 MOC SYSTEMS [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
720110	R425	Incremental Funding - ACRN DP 5FLT C2 MOC CENTRIXS (O&MN,N)					
720111	R425	Incremental Funding - ACRN DQ 6FLT MOC (O&MN,N)					
720112	R425	Incremental Funding - ACRN DR GST CAS CENTRIX (O&MN,N)					
720113	R425	Incremental Funding - ACRN DS UARNOC CENTRIXS [REDACTED] [REDACTED] [REDACTED]					
720114	R425	Incremental Funding - ACRN DT ONE-NET TIER IV GU [REDACTED] [REDACTED] [REDACTED]					
720115	R425	Incremental Funding - ACRN DU NOC ENG-VOSIP HI [REDACTED] [REDACTED] [REDACTED]					
720116	R425	Incremental Funding - ACRN DV ALLIED COP (RDT&E)					
720117	R425	Incremental Funding - ACRN DW AFLOAT (O&MN,N)					
720118	R425	Incremental Funding - ACRN DX NCTAMS (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720119	R425	Incremental Funding - ACRN DX NOC ENG (O&MN,N)					
720120	R425	Incremental Funding - ACRN DY AFLOAT (O&MN,N)					
720121	R425	Incremental Funding - ACRN DX AFLOAT (O&MN,N)					
720122	R425	Incremental Funding - ACRN DZ ONE-NET TIER V [REDACTED] [REDACTED] (OPN)					
720123	R425	Incremental Funding - ACRN EB ONE-NET TIER III FE (O&MN,N)					
720124	R425	Incremental Funding - ACRN EC AFLOAT (O&MN,N)					
720125	R425	Incremental Funding - ACRN ED AFLOAT (O&MN,N)					
720126	R425	Incremental Funding - ACRN EE AFLOAT (O&MN,N)					
720127	R425	Incremental Funding - ACRN EF ALLIED COP [REDACTED] [REDACTED] (RDT&E)					
720128	R425	Incremental Funding - ACRN EG 3FLT FSET ASHORE [REDACTED] [REDACTED] [REDACTED]					
720129	R425	Incremental Funding - ACRN EH 6 FLT MOC [REDACTED] [REDACTED] [REDACTED] [REDACTED]					
720130	R425	Incremental Funding - ACRN EJ GST CENTRIX [REDACTED] [REDACTED] [REDACTED]					
720131	R425	Incremental Funding - ACRN EK ALLIED COP [REDACTED] [REDACTED] [REDACTED]					
720132	R425	Incremental Funding - ACRN EL AFLOAT Support [REDACTED] [REDACTED] [REDACTED]					
7301	R425	Labor. Award Term 1. (Fund Type - [REDACTED]	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
730101	R425	Incremental Funding- ACRN EN AFLOAT (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730102	R425	Incremental Funding- ACRN EP DOGSTAR/SHARKCAGE (O&MN,N)					
730103	R425	Incremental Funding- ACRN EQ NOC ENG-VOSIP HI (Fund Type - OTHER)					
730104	R425	Incremental Funding- ACRN ER BAHRAIN EHF (Fund Type - OTHER)					
730105	R425	Incremental Funding- ACRN ES ONE-NET TIER III E/B (Fund Type - OTHER)					
730106	R425	Incremental Funding- ACRN ET UARNOC CENTRIXS (Fund Type - OTHER)					
730107	R425	Incremental Funding- ACRN EU ONE-NET TIER IV (OPN)					
730108	R425	Incremental Funding- ACRN EV ONE-NET TIER IV GU (Fund Type - OTHER)					
730109	R425	Incremental Funding- ACRN EW ONE-NET TIER III FE (Fund Type - OTHER)					
730110	R425	Incremental Funding- ACRN EX ALLIED COP (RDT&E)					
730111	R425	Incremental Funding- ACRN EY 5FLT C2 MOC SYSTEMS (Fund Type - OTHER)					
730112	R425	Incremental Funding- ACRN EZ 5FLT C2 MOC CENTRIXS (Fund Type - OTHER)					
730113	R425	Incremental Funding- ACRN FA 5FLT PACSTAR (Fund Type - OTHER)					
730114	R425	Incremental Funding- ACRN FB GST CENTRIXS (Fund Type - OTHER)					
730115	R425	Incremental Funding- ACRN FC NCTAMS VOSIP (Fund Type - OTHER)					
730116	R425	Incremental Funding- ACRN FD AFLOAT - SW (Fund Type - OTHER)					
730117	R425	Incremental Funding- ACRN FE AFLOAT - C4I Eng Supp (Fund Type - OTHER)					
730118	R425	Incremental Funding- ACRN FF AFLOAT - C4I Eng Supp (O&MN,N)					
730119	R425	Incremental Funding- ACRN FG AFLOAT - FLT Eng Supp (O&MN,N)					

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730120	R425	Incremental Funding- ACRN FH AFLOAT - FLT Eng Supp (O&MN,N)					
730121	R425	Incremental Funding- ACRN FJ AFLOAT - FLT Eng Supp (O&MN,N)					
730122	R425	Incremental Funding- ACRN FK AFLOAT - C4I SIAA [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
730123	R425	Incremental Funding- ACRN FL AFLOAT - C4I SIAA (O&MN,N)					
730124	R425	Incremental Funding- ACRN FK AFLOAT - [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
730125	R425	Incremental Funding- ACRN EN AFLOAT (O&MN,N)					
730126	R425	Incremental Funding- ACRN FM AFLOAT USN MERCY (Fund Type - OTHER)					
730127	R425	Incremental Funding- ACRN FN 6FLT MOC (Fund Type - OTHER)					
730128	R425	Incremental Funding- ACRN FP 3FLT FSET ASHORE (Fund Type - OTHER)					
730129	R425	Incremental Funding- ACRN EW ONE-NET TIER III FE (Fund Type - OTHER)					
730130	R425	Incremental Funding- ACRN FQ AFLOAT-C4I SIAA (O&MN,N)					
730131	R425	Incremental Funding- ACRN FR AFLOAT-FLT ENG SUPP (O&MN,N)					
730132	R425	Incremental Funding- ACRN FS AFLOAT-FLT ENG SUPP (O&MN,N)					
730133	R425	Incremental Funding- ACRN FT AFLOAT-FLT ENG SUPP (O&MN,N)					
730134	R425	Incremental Funding- ACRN FU AFLOAT-FLT ENG SUPP (O&MN,N)					
730135	R425	Incremental Funding- ACRN FQ AFLOAT-FLT ENG SUPP [REDACTED] [REDACTED] [REDACTED] (O&MN,N)					
730136	R425	Incremental Funding- ACRN FJ AFLOAT-FLT ENG SUPP (O&MN,N)					
730137	R425	Incremental Funding- ACRN FV 6FLT MOC [REDACTED]					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		1300596597-0006) [REDACTED] [REDACTED] (Fund Type - OTHER)					
730138	R425	Incremental Funding- ACRN FW DOGSTAR/SHARKCAGE [REDACTED] [REDACTED] (O&MN,N)					
730139	R425	Incremental Funding- ACRN FX ALLIED COP (RDT&E)					
730140	R425	Incremental Funding- ACRN FY AFLOAT [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]					
730141	R425	Incremental Funding- ACRN FZ ALLIED COP ([REDACTED]) [REDACTED] [REDACTED]					
730142	R425	Incremental Funding - ACRN GB 5FLT SYSTEMS (O&MN,N)					
730143	R425	Incremental Funding - ACRN GC 5FLT CENTRIXS (O&MN,N)					
7401	R425	Labor. [REDACTED] [REDACTED] (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
740101	R425	Incremental Funding - ACRN GA Afloat [REDACTED] [REDACTED] (O&MN,N)					
740102	R425	Incremental Funding - ACRN GD 6FLT MOC [REDACTED] [REDACTED] (O&MN,N)					
740103	R425	Incremental Funding - ACRN GE GST CENTRIXS (O&MN,N)					
740104	R425	Incremental Funding - ACRN GF ONE NET TIER IV GU (O&MN,N)					
740105	R425	Incremental Funding - ACRN GG DOGSTAR/SHARKCAGE [REDACTED] [REDACTED] [REDACTED]					
740106	R425	Incremental Funding - ACRN GH UARNOC CENTRIXS (O&MN,N)					
740107	R425	Incremental Funding - ACRN GJ LANT VOSIP (O&MN,N)					
740108	R425	Incremental Funding - ACRN GK ALLIED COP (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
740109	R425	Incremental Funding - ACRN GL ONE NET TIER IV (OPN)					
740110	R425	Incremental Funding -ACRN GM TIER IV NCTS GU (O&MN,N)					
740111	R425	Incremental Funding -ACRN GN NOC ENG VOSIP HI (O&MN,N)					
740112	R425	Incremental Funding -ACRN GP BAHRAIN EHF (O&MN,N)					
740113	R425	Incremental Funding -ACRN GQ TIER III EUR/BAH (O&MN,N)					
740114	R425	Incremental Funding -ACRN GR 3FLT FSET ASHORE (O&MN,N)					
740115	R425	Incremental Funding -ACRN GS 5FLT SYSTEMS (O&MN,N)					
740116	R425	Incremental Funding -ACRN GT 5FLT CENTRIXS (O&MN,N)					
740117	R425	Incremental Funding -ACRN GU TIER III FAR EAST (O&MN,N)					
740118	R425	Incremental Funding -ACRN GV AFLOAT SUPPORT - FO (1C1C) (O&MN,N)					
740119	R425	Incremental Funding -ACRN GW AFLOAT SUPPORT - (BSIT) (O&MN,N)					
740120	R425	Incremental Funding -ACRN GX AFLOAT SUPPORT - FO (4B7N) (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9101	R425	Other Direct Costs and Travel. Non-fee bearing. G&A only. Option Year 1. (Fund Type - TBD)	1.0	LO	██████████
910101	R425	Incremental Funding - ACRN BT 5.2.2 NCTAMS (O&MN,N)			
910102	R425	Incremental Funding - ACRN BV 5.1.1 AFLOAT (O&MN,N)			
910103	R425	Incremental Funding - ACRN BX 5.2.2 NCTAMS (O&MN,N)			
910104	R425	Incremental Funding - ACRN CA 5.2.1 NOC ENG (O&MN,N)			
910105	R425	Incremental Funding - ACRN CB 5.2.6 MDA SPIRAL ██████████ ██████████ (O&MN,N)			
910106	R425	Incremental Funding - ACRN CC 5.2.3 ONE NET TIER IV ██████████ ██████████ (DPN)			
910107	R425	Incremental Funding - ACRN CD 5.2.6 ALLIED COP (O&MN,N)			



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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
910108	R425	Incremental Funding - ACRN CE 5.2.1 NOC (O&MN,N)				
910109	R425	Incremental Funding - ACRN CS 5.2.3 ONE NET TIER IV (OPN)				
910110	R425	Incremental Funding - ACRN CF 5.2.1 NOC (O&MN,N)				
910111	R425	Incremental Funding - ACRN CG 5.2.6 FLT C2 MOC CENTRIX (O&MN,N)				
910112	R425	Incremental Funding - ACRN CH 5.2.4 BAHRAIN EHF (O&MN,N)				
910113	R425	Incremental Funding - ACRN CJ 5.3.1 GST (O&MN,N)				
910114	R425	Incremental Funding - ACRN CL 5.2.6 FLT MOC (O&MN,N)				
910115	R425	Incremental Funding - ACRN CM 5.2.6 FLT C2 MOC SYSTEMS (O&MN,N)				
910116	R425	Incremental Funding - ACRN CN 5.2.5 FLT PACSTAR (O&MN,N)				
910117	R425	Incremental Funding - ACRN CP 5.2.5 T3 EUR/BAH ██████████ ██████████ (O&MN,N)				
910118	R425	Incremental Funding - ACRN CQ 5.2.5 TIERIII FAR EAST ██████████ (O&MN,N)				
910119	R425	Incremental Funding - ACRN CR 5.2.6 FLT C2 MOC SYSTEMS (O&MN,N)				
910120	R425	Incremental Funding - ACRN CT 5.4.2 ALLIED COP (RDT&E)				
910121	R425	Incremental Funding - ACRN CU 5.2.6 FLT MOC (██████████) ██████████ ██████████				
910122	R425	Incremental Funding - ACRN CV 5.3.1 GST CENTRIX ██████████ ██████████ ██████████				
910123	R425	Incremental Funding - ACRN CW 5.1.1 AFLOAT SUPPORT (O&MN,N)				
910124	R425	Incremental Funding - ACRN CX 5.2.2 NCTAMS SUPPORT (O&MN,N)				
910125	R425	Incremental Funding - ACRN DA 5.2.1 NOC ENG (O&MN,N)				
910126	R425	Incremental Funding - ACRN CY 5.2.6 5FLT MOC C2 SYSTEMS (O&MN,N)				
910127	R425	Incremental Funding - ACRN CZ 5.2.6 FSET ASHORE ██████████ ██████████				
910128	R425	Incremental Funding - ACRN DB 5.2.2 NCTAMS ██████████ ██████████				
910129	R425	Incremental Funding - ACRN DB 5.2.1 NOC ENG (O&MN,N)				
910130	R425	Incremental Funding - ACRN DC 5.1.1 AFLOAT (WCF)				
910131	R425	Incremental Funding - ACRN DD 5.1.1 AFLOAT (WCF)				
910132	R425	Incremental Funding - ACRN DE 5.2.2 NCTAMS VoSIP (O&MN,N)				
910133	R425	Incremental Funding - ACRN DF 5.1.1 Afloat (O&MN,N)				
9201	R425	Other Direct Costs and Travel. Non-fee bearing. G&A only. Option 1.0 LO ██████████ ██████████				
920101	R425	Incremental Funding - ACRN DG AFLOAT SUPPORT (O&MN,N)				
920102	R425	Incremental Funding - ACRN DG NCTAMS (O&MN,N)				

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920103	R425	Incremental Funding - ACRN DH NOC ENG (O&MN,N)			
920104	R425	Incremental Funding - ACRN EA AFLOAT - R (O&MN,N)			
920105	R425	Incremental Funding - ACRN DJ NCTANS-VOSIP [REDACTED] [REDACTED]			
920106	R425	Incremental Funding - ACRN DK BAHRAIN EHF (O&MN,N)			
920107	R425	Incremental Funding - ACRN DL ONE-NET TIER III E/B [REDACTED] [REDACTED]			
920108	R425	Incremental Funding - ACRN DM 5FLT ISA PACSTAR [REDACTED] [REDACTED]			
920109	R425	Incremental Funding - ACRN DN 5FLT C2 MOC SYSTEMS [REDACTED] [REDACTED]			
920110	R425	Incremental Funding - ACRN DP 5FLT C2 MOC CENTRIXS [REDACTED] [REDACTED]			
920111	R425	Incremental Funding - ACRN DQ 6FLT MOC (O&MN,N)			
920112	R425	Incremental Funding - ACRN DR GST CAS CENTRIXS (O&MN,N)			
920113	R425	Incremental Funding - ACRN DS URANOC CENTRIX [REDACTED] [REDACTED]			
920114	R425	Incremental Funding - ACRN DT ONE-NET TIER IV GU [REDACTED] [REDACTED]			
920115	R425	Incremental Funding - ACRN DU NOC ENG-VOSIP HI [REDACTED] [REDACTED]			
920116	R425	Incremental Funding - ACRN DV ALLIED COP (RDT&E)			
920117	R425	Incremental Funding - ACRN DX NCTAMS (O&MN,N)			
920118	R425	Incremental Funding - ACRN DX NOC ENG (O&MN,N)			
920119	R425	Incremental Funding - ACRN DX AFLOAT (O&MN,N)			
920120	R425	Incremental Funding - ACRN DZ ONE-NET TIER V [REDACTED] [REDACTED] (OPN)			
920121	R425	Incremental Funding - ACRN EB ONE-NET TIER III FE [REDACTED] [REDACTED]			
920122	R425	Incremental Funding - ACRN EF ALLIED COP [REDACTED] [REDACTED]			
920123	R425	Incremental Funding - ACRN EG 3FLT FSET ASHORE [REDACTED] [REDACTED]			
920124	R425	Incremental Funding - ACRN EH 6 FLT MOC [REDACTED] [REDACTED] [REDACTED]			
920125	R425	Incremental Funding - ACRN EJ GST CENTRIX [REDACTED] [REDACTED]			
920126	R425	Incremental Funding - ACRN EK ALLIED COP [REDACTED] [REDACTED]			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920127	R425	Incremental Funding - ACRN EL AFLOAT Support (O&MN,N)			
920128	R425	Incremental Funding - ACRN EM AFLOAT Support (O&MN,N)			
9301	R425	Other Direct Costs and [REDACTED]	1.0	LO	[REDACTED]
930101	R425	Incremental Funding- ACRN EN ENAFLOAT (O&MN,N)			
930102	R425	Incremental Funding- ACRN EP DOGSTAR/SHARKCAGE (O&MN,N)			
930103	R425	Incremental Funding- ACRN EQ NOC ENG-VOSIP HI (Fund Type - OTHER)			
930104	R425	Incremental Funding- ACRN ER BAHRAIN EHF (Fund Type - OTHER)			
930105	R425	Incremental Funding- ACRN ES ONE-NET TIER III E/B (Fund Type - OTHER)			
930106	R425	Incremental Funding- ACRN ET UARNOC CENTRIXS (Fund Type - OTHER)			
930107	R425	Incremental Funding- ACRN EU ONE-NET TIER IV (OPN)			
930108	R425	Incremental Funding- ACRN EV ONE-NET TIER IV GU (Fund Type - OTHER)			
930109	R425	Incremental Funding- ACRN EW ONE-NET TIER III FE (Fund Type - OTHER)			
930110	R425	Incremental Funding- ACRN EX ALLIED COP (RDT&E)			
930111	R425	Incremental Funding- ACRN EY 5FLT C2 MOC SYSTEMS (Fund Type - OTHER)			
930112	R425	Incremental Funding- ACRN EZ 5FLT C2 MOC CENTRIXS (Fund Type - OTHER)			
930113	R425	Incremental Funding- ACRN FA 5FLT PACSTAR (Fund Type - OTHER)			
930114	R425	Incremental Funding- ACRN FB GST CENTRIXS (Fund Type - OTHER)			
930115	R425	Incremental Funding- ACRN FC NCTAMS VOSIP (Fund Type - OTHER)			
930116	R425	Incremental Funding- ACRN EN AFLOAT (O&MN,N)			
930117	R425	Incremental Funding- ACRN FN 6FLT MOC (Fund Type - OTHER)			
930118	R425	Incremental Funding- ACRN FP 3FLT FSET ASHORE (Fund Type - OTHER)			
930119	R425	Incremental Funding- ACRN EW ONE-NET TIER III FE (Fund Type - OTHER)			
930120	R425	Incremental Funding- ACRN FV 6FLT MOC [REDACTED]			
930121	R425	Incremental Funding- ACRN FW DOGSTAR/SHARKCAGE (O&MN,N)			
930122	R425	Incremental Funding- ACRN FX ALLIED COP (RDT&E)			
930123	R425	Incremental Funding- ACRN FY AFLOAT [REDACTED]			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
930124	R425	Incremental Funding- ACRN FZ ALLIED COP [REDACTED] [REDACTED]			
930125	R425	Incremental Funding - ACRN GC 5FLT CENTRIXS (O&MN,N)			
9401	R425	Other Direct Costs and Travel. Non-fee bearing. G&A only. Award [REDACTED] [REDACTED]			\$7,000,000.00
940101	R425	Incremental Funding - ACRN GA Afloat [REDACTED] [REDACTED]			
940102	R425	Incremental Funding - ACRN GD 6FLT MOC [REDACTED] [REDACTED]			
940103	R425	Incremental Funding - ACRN GE GST CENTRIXS (O&MN,N)			
940104	R425	Incremental Funding - ACRN GF ONE NET TIER IV GU (O&MN,N)			
940105	R425	Incremental Funding - ACRN GG DOGSTAR/SHARKCAGE [REDACTED] [REDACTED]			
940106	R425	Incremental Funding - ACRN GH UARNOC CENTRIXS (O&MN,N)			
940107	R425	Incremental Funding - ACRN GJ LANT VOSIP (O&MN,N)			
940108	R425	Incremental Funding - ACRN GK ALLIED COP (RDT&E)			
940109	R425	Incremental Funding - ACRN GL ONE NET TIER IV (OPN)			
940110	R425	Incremental Funding - ACRN GM TIER IV NCTS GU (O&MN,N)			
940111	R425	Incremental Funding - ACRN GN NOC ENG VOSIP HI (O&MN,N)			
940112	R425	Incremental Funding - ACRN GP BAHRAIN EHF (O&MN,N)			
940113	R425	Incremental Funding - ACRN GQ TIER III EUR/BAH (O&MN,N)			
940114	R425	Incremental Funding - ACRN GR 3FLT FSET ASHORE (O&MN,N)			
940115	R425	Incremental Funding - ACRN GS 5FLT SYSTEMS (O&MN,N)			
940116	R425	Incremental Funding - ACRN GT 5FLT CENTRIXS (O&MN,N)			
940117	R425	Incremental Funding - ACRN GU TIER III FAR EAST (O&MN,N)			
940118	R425	Incremental Funding - ACRN GV AFLOAT SUPPORT - FO (1C1C) (O&MN,N)			
940119	R425	Incremental Funding - ACRN GW AFLOAT SUPPORT - (BSIT) (O&MN,N)			
940120	R425	Incremental Funding - ACRN GX AFLOAT SUPPORT - FO (4B7N) (O&MN,N)			

### B-1 ADDITIONAL SLINS

Additional 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 ODC costs will consist mainly of travel and incidental material costs. The Government reserves the right to increase the Other Direct Costs CLINs to reflect increases for travel and other direct

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costs. Travel costs shall be reimbursed based on actual, reasonable costs in accordance with the Joint Travel Regulations or with FAR 31.205-46. Travel and Other Direct Costs (ODCs) will be non-fee bearing cost elements subject to Material Handling and G&A rates.

**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.

<u>TABLE</u>	<u>CLIN</u>	<u>FIXED FEE</u>	<u>HOURS</u>	<u>FEE PER DIRECT LABOR HOUR</u>
BASE YEAR	4001	████████████████████	████████	████████
OPTION I	7101	████████████████████	████████	████████

OPTION II [REDACTED]  
 AWARD TERM I [REDACTED]  
 AWARD TERM II [REDACTED]

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

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

**B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (5252.232-9210)**

- (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)**

4001	[REDACTED]
6001	[REDACTED]
7101	[REDACTED]
9101	[REDACTED]
7201	[REDACTED]
9201	[REDACTED]
7301	[REDACTED]
9301	[REDACTED]
7401	[REDACTED]
9401	[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**

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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.

**B-6 AWARD TERM INCENTIVE (APPLICABLE TO CLINs 7301 and 7401)**

This Task Order has a one-year base and two one-year options with the potential to earn two one-year award terms by the contractor for exceptional performance. The maximum contract duration is five years and six months, if FAR 52.217-8, Option to Extend Services is exercised. A formal assessment of contractor performance will be conducted annually to determine whether award terms are earned or lost. An interim evaluation may take place at the mid point of each evaluation year to provide feedback to the contractor. Interim evaluations will not result in earning or losing award terms.

(a) Award Term. The award-term process is an incentive that permits extension of the Task Order period beyond the base/option period for exceptional performance or reduction of the Task Order period of performance for unsatisfactory performance.

(b) Evaluation System. The Contractor Performance Assessment Report System (CPARS) will be utilized to assess the contractor’s performance for award term purposes on this Task Order. CPARS normally covers twelve months of performance, beginning on the date the Task Order is awarded. Evaluation criteria are listed in **Attachment 6** and correspond to the five areas evaluated in CPARS. Evaluation criteria and their relative weight may change during the life of the Task Order. Changes to evaluation criteria will be handled in accordance with paragraph 5.0 of the Award Term Plan. Award terms may be earned during the first formal assessment; however, none are available to lose. Should an unsatisfactory rating occur during the first assessment period, termination for default, rather than loss of non-existent award terms may result.

(c) Monitoring of Performance. The contractor’s performance will be evaluated by the Award Term Review Board (ATRB). ATRB members evaluate the contractor’s performance, consider all information from pertinent sources including the contractor’s self-assessments and prepare a report supporting their recommendation to the TDO, as to whether award terms should be earned or lost.

(d) Award-Term Plan. This plan details the organization, responsibilities and processes by which the award term incentive will be administered. The evaluation system, associated ratings, award-term evaluation periods and the extensions or reductions are also in the plan. **See Attachment 6.**

(e) Modification of Award-Term Plan. Either Government or contractor representatives may propose changes to the award-term plan. The Government may make unilateral changes to the plan for evaluation periods that have not already begun. All contractor proposed changes, and any changes proposed to take effect in evaluation periods that have already begun, will be bilaterally negotiated. The PCO will provide written notification of plan changes to the contractor prior to the changes taking effect. If the PCO does not give written notice to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following evaluation period.

(f) Self-Evaluation. The Contractor shall submit self-assessments to the PCO no later than 30 days after the

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end of each formal evaluation period. The self-assessment should be consistent with contractor rebuttal information provided via CPARS, if any, and may not exceed five pages.

(g) Disputes. All TDO decisions and the methodology used to determine award terms are unilateral actions made solely at the discretion of the Government.

(h) Award-Term Extension. Any award terms earned or lost will be reflected in unilateral Task Order modifications implementing determinations made by the TDO. The maximum Task Order duration is five years and six months.



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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C-1 SPECIFICATION/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)**

Work under this task order shall be performed in accordance with **Attachment 1** Performance Work Statement (PWS) and **Attachment 4** and **4(a) and 4(b)**, Contract Data Requirements Lists (CDRLs).

### **C-2 QUALITY ASSURANCE SURVEILLANCE PLAN**

Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the Task Order term. The Quality Assurance Surveillance Plan is provided as **Attachment 5** to this solicitation and will be included in the Task Order award.

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

No award will be made to any offeror which does not possess a facility security clearance issued by the Defense Security Service at the TOP SECRET level with Secret Compartmented Information (SCI) access.

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 TOP SECRET/SCI.

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

All personnel performing under this Task Order shall be at a minimum cleared SECRET. In addition, approximately 60 shall have a TOP SECRET/SCI clearance (for selected afloat engineers, engineers supporting the UARNOC or who support CENTRIXS operations in the UARNOC).

NOTE: Some contractor personnel will be required to enter SCI spaces aboard Navy ships and shore sites to perform maintenance, reconfigurations, and upgrades to hardware within these SCI spaces. The contractor request for visit authorization shall be submitted in accordance with DoDINST 5220.22M not later than one week prior to visit. The request shall be forwarded via

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SSC SD D0355 and a copy provided to SSC San Diego, Code D60J.

#### **C-4 SPECIFIC SENSITIVE COMPARTMENTED INFORMATION (SCI) PERFORMANCE REQUIREMENTS**

The SCI personnel provided by the contractor shall be capable of performing the following on Navy SCI systems:

- a. Perform SCI Local Area Network (LAN) testing and troubleshooting for SCI systems in general. Specifically, but not limited to, the following:
  - (i) SCI mail server testing
  - (ii) SCI LAN testing
- b. Troubleshoot SCI variants of GENSER systems on an emergency basis (SCI, GCCS, SCIADNS, SCI networks, and specific applications supporting Maritime Domain Awareness).

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

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

##### Name of Holiday Time of Observance

New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Las Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military

vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

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

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

**C-7 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:

Labor Category	Offeror Corresponding Labor Category
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

See Attachment 2 for a description of the Desired Personnel Qualifications for each of the labor category specified by the Government.

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## **C-8 OVERTIME REQUIREMENTS**

Payment of overtime is discouraged. The Contractor may compensate employees for work performed at sea. However, overtime must be approved by the FSET Program Manger or FSET Alternate Program Manager, in advance, unless there are special circumstances. (See Section I Clause 52.222-2)

## **C-9 LIABILITY INSURANCE--COST TYPE CONTRACTS (5252.228-9201) (OCT 2001)**

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

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person  
\$500,000 per occurrence  
\$ 20,000 per occurrence for property damage

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

## **C-10 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (252.237-7024) (OCT 2010)**

(a) *Definitions.* "Essential contractor service" and "mission-essential functions" have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall submit a written plan in accordance with CDRL A003, describing how it will continue to perform the essential contractor services listed in Attachment 7, Mission Essential Contractor Services, during periods of crisis. The offeror shall–

- (1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

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(2) Address in the plan, at a minimum—

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

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## **SECTION D PACKAGING AND MARKING**

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

See Section G – Contracting Officer’s Representative

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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



**SECTION F DELIVERABLES OR PERFORMANCE**

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

████	████████████████████
████	████████████████████
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**CLIN - DELIVERIES OR PERFORMANCE**

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

**BASE YEAR**

████	████████████████████
████	████████████████████

**OPTION YEAR 1**

████	████████████████████
████	████████████████████

**OPTION YEAR 2**

████	████████████████████
████	████████████████████

**EVALUATION PERIOD 1 - ONE AWARD TERM EXERCISED:**

████	████████████████████
████	████████████████████

**EVALUATION PERIOD 2 - ONE AWARD TERM EXERCISED:**

████	████████████████████
████	████████████████████

Services to be performed hereunder will be provided at the specified locations in Paragraph 3.0 of the PWS.

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

The above period(s) of performance for the award term(s) shall apply only if the Government determines the award terms are earned as stated in Section B Clause B-5 AWARD TERM INCENTIVE.

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) 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 SPECIAL PAYMENT INSTRUCTION ( PGI 204-7108 - 252.204-0012 - OTHER)**

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

### **G-4 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

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

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

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

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

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

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

**(1) Have a designated electronic business point of contact in the Central Contractor Registration 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.**



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(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:

[REDACTED]

### **G-6 CONTRACTING OFFICER REPRESENTATIVE**

[REDACTED]

### **ALTERNATIVE CONTRACTING OFFICER REPRESENTATIVE**

[REDACTED]

### **G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM**

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

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing



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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in 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.

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

### **H-2 DATA RIGHTS**

The Data Rights clause in the basic contract is 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) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

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



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

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

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

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

(a) Definition.

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

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

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information

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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.

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**H-6 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (5252.237-9603) (AUG 2011)**

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

- (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

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

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

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as

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“proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

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

**H-7 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (5252.242-9202) (APR 1992)**

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

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

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

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

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

The Organizational Conflict of Interest clause in the Contractor's basic Seaport IDIQ Contract is incorporated in this Task Order by reference.

#### **H-9 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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

#### **H-10 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200)**

- (a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

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

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

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

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

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(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.



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(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 ( $15 + 30 + 15 - 30 = 30$ ).

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

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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-11 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (5252.243-9600 ) (JAN 1992)**

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

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

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

[REDACTED] [REDACTED]  
 [REDACTED] [REDACTED]  
 [REDACTED] [REDACTED]  
 [REDACTED] [REDACTED]

**H-12 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206) (DEC 1999)**

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior

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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-13 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT)  
(952.228-0001) (MAR 2009)**

(a) This JCC-I/A provision supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).

(b) The contractor shall procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit proof of a valid DBA Insurance policy with CNA Insurance for the Prime and their Subcontractors at every tier prior to performance of the contract. The current rates under the USACE and JCC-I/A contract are as follows:

<b>Services</b>	<b>\$4.00 per \$100 of employee remuneration</b>
<b>Construction</b>	<b>\$7.50 per \$100 of employee remuneration</b>
<b>Security</b>	<b>\$12.50 per \$100 of employee remuneration</b>
<b>Aviation</b>	<b>\$20.00 per \$100 of employee remuneration</b>

NOTE: More than one rate may be applicable as more than one type of labor may be utilized for a particular contract.

(c) The contractor shall insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable.

**H-14 INDIVIDUAL LOGISTIC SUPPORT (ILS)**

FSET contractors working on overseas bases in Germany and/or Italy are hereby authorized government provided individual logistics support (ILS) if available. In order to qualify for such support, FSET contractors must first apply for accreditation by the DoD Contractor Personnel Office (DOCPER) as Technical Representatives (TRs) through the Contracting Officer's Representative (COR). ILS will be made available subject to the approval of the base commander, the limitations of the base concerned, and all other restrictions outlined by the base commanders/CNI and DOCPER. As stated in the "Civilian Personnel Accreditation Procedure In The Republic Of Italy" paragraph 5f.

ILS privileges may include access to tax-free and duty-free shopping at base exchanges and/or commissaries, military postal and banking services, privately-owned vehicle registration and

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eligibility for purchase of tax-free gasoline, tobacco and spirits, dependent schools and other installation morale, welfare, and recreation programs. Only individuals who are accredited as Civilian Personnel are eligible for ILS for themselves and their family members. Whether an accredited TR receives ILS depends upon a number of circumstances such as the terms of the contract, consideration for services provided, and applicable service component regulations and policies. Lack of availability of any ILS service shall not serve as a basis for a claim against the U.S. Government. Component ILS policies are beyond the scope of this guidance except to the extent that no ILS shall be provided to individuals who are not accredited as Civilian Personnel. In addition to ILS, individuals who are accredited as Civilian Personnel are exempt from host-nation income tax, and are permitted duty-free importation of personal property and motor vehicles. (<http://rome.usembassy.gov/ussso/files/guidance.pdf>)

As of this date, the DOCPER internet address is <http://www.per.hqusareur.army.mil/cdp/docper/GermanyDefault.aspx>

#### **H-15 POST DIFFERENTIAL AND DANGER PAY**

Additional compensation shall be authorized for hazardous duty as determined IAW FAS Reference Guide, Part 808. [http://www.cpms.osd.mil/ASSETS/A5FC89BF1F5A45E29DBEBA9B4146C3A6/808\\_rg.pdf](http://www.cpms.osd.mil/ASSETS/A5FC89BF1F5A45E29DBEBA9B4146C3A6/808_rg.pdf)

#### **H-16 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

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

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

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## SECTION I CONTRACT CLAUSES

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend 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, six months.

### I-3 WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (52.228-3) (APR 1984)

The Contractor shall

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, *et seq.*) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

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

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

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

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

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

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

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

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

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(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 entering into *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 and before placing the following subcontracts:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

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

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

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(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:

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

**I-5 AGENCY OFFICE OF THE INSPECTOR GENERAL (252.203-7003) (APR 2012)**

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of Inspector General at the following address:

Department of Defense Office of Inspector General  
Investigative Policy and Oversight  
4800 Mark Center Drive, Suite 11H25  
Alexandria, VA 22350-1500

Toll Free Telephone: 866-429-8011

**I-6 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (252.222-7002) (JUN 1997)**

(a) The Contractor shall comply with all --

(1) Local laws, regulations, and labor union agreements governing work hours; and

(2) Labor regulations including collective bargaining agreements, workers' compensation, working conditions, fringe benefits, and labor standards or labor contract matters.

(b) The Contractor indemnifies and holds harmless the United States Government from all claims arising out of the requirements of this clause. This indemnity includes the Contractor's obligation to handle and settle, without cost to the United States Government, any claims or litigation concerning allegations that the Contractor or the United States Government, or both, have not fully complied with local labor laws or regulations relating to the performance of work required by this contract.

(c) Notwithstanding paragraph (b) of this clause, consistent with paragraphs 31.205-15(a) and 31.205-47(d) of the Federal Acquisition Regulation, the Contractor will be reimbursed for the costs of all fines, penalties, and reasonable litigation expenses incurred as a result of compliance with specific contract terms and conditions or written instructions from the Contracting Officer.

**I-7 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (DEC 2010)**

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

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

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

(b) The Contractor—

(1) Agrees not to—



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

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

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

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

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

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

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

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

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

Regulation Supplement 222.7404.

#### **I-8 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (252.225-7005) (JUN 2005)**

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) This clause applies only if the Contractor is--

(1) A concern incorporated in the United States (including a subsidiary that is incorporated in the United States, even if the parent corporation is not incorporated in the United States); or

(2) An unincorporated concern having its principalmission place of business in the United States.

(c) On each invoice, voucher, or other request for payment under this contract, the Contractor shall identify that part of the requested payment that represents estimated expenditures in the United States. The identification—

(1) May be expressed either as dollar amounts or as percentages of the total amount of the request for payment;

(2) Should be based on reasonable estimates; and

(3) Shall state the full amount of the payment requested, subdivided into the following categories:

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- (i) U.S. products--expenditures for material and equipment manufactured or produced in the United States, including end products, components, or construction material, but excluding transportation;
  - (ii) U.S. services--expenditures for services performed in the United States, including all charges for overhead, other indirect costs, and profit under construction or service contracts;
  - (iii) Transportation on U.S. carriers--expenditures for transportation furnished by U.S. flag, ocean, surface, and air carriers; and
  - (iv) Expenditures not identified under paragraphs (c)(3)(i) through (iii) of this clause.
- (d) Nothing in this clause requires the establishment or maintenance of detailed accounting records or gives the U.S. Government any right to audit the Contractor's books or records.

**I-9 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (252.225-7993) (DEVIATION 2012-O0005) (JAN 2012)**

- (a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.
- (b) The Head of the Contracting Activity (HCA) has the authority to—
  - (1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or
  - (2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

**I-10 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (252.225-7994) (DEVIATION 2012-O0005)(JAN 2012)**

- (a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—
  - (1) Subject to extortion or corruption; or
  - (2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.
- (b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

**I-11 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (252.225-7995) (DEVIATION 2011-O0004) (APR 2011)**

- (a) *Definition.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily

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in charge of such a mission or office.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.a

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

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(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must, at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities;

and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer;

and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated webbased Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an

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employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or [SPOT.helpdesk@us.army.mil](mailto:SPOT.helpdesk@us.army.mil). Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

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(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The *Regional Security Officer* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

and

(iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

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(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.* (1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(p) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

## **I-12 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (252.237-7023) (OCT 2010)**

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

(1) Essential contractor service” means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships owned, leased, or operated in support of military missions or roles at sea; associated support activities, including installation, garrison, and base support services; and similar services provided to foreign military sales customers under the Security Assistance Program. Services are essential if the effectiveness of defense systems or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions” means those organizational activities that must be performed under all

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circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission essential functions. These services are listed in **Attachment 7, Mission-Essential Contractor Services**.

(c) (1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d) (1) Notwithstanding any other clause of this contract, the contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (b) of this section during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall segregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease in the form prescribed by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

### **I-13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

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

<http://www.arnet.gov/far/>

The following clauses are incorporated into this task order in addition to the clauses included in the Basic Seaport Contract, Section I.



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<b>FAR SOURCE</b>	<b>TITLE</b>	<b>DATE</b>
52.222-2	Payment for Overtime Premiums (for para. (a)), \$500,000.00	(JUL 1990)
52.222.17	Nondisplacement of Qualified Workers	(JAN 2013)
52.222-29	Notification of Visa Denial	(JUN 2003)
52.223-5	Pollution Prevention and Right-to-Know Information	(AUG 2003)
52.228-3	Worker's Compensation Insurance (Base Defense Act)	(APR 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	(APR 1984)
252.204-7005	Oral Attestation of Security Responsibilities	(NOV 2001)
252.215-7004	Excessive Pass-Through Charges	(APR 2007)
252.222-7005	Prohibition on Use of Nonimmigrant Aliens -- Guam	(SEP 1999)
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	(APR 1993)
252.225-7041	Correspondence in English	(JUN 1997)
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	(MAR 2006)
252.228-7003	Capture and Detention	(DEC 1991)
252.228-7006	Compliance with Spanish Laws and Insurance	(DEC 1998)
252.229-7002	Customs Exemptions (Germany)	(JUN 1997)
252.229-7004	Status of Contractor as a Direct Contractor (Spain)	(JUN 1997)
252.229-7005	Tax Exemption (Spain)	(JUN 1997)
252.229-7006	Value Added Tax Exclusion (United Kingdom)	(JUN 1997)
252.229-7007	Verification of United States Receipt of Goods	(JUN 1997)
252.232-7008	Assignment of Claims (Overseas)	(JUN 1997)
252.233-7001	Choice of Laws (Overseas)	(JUN 1997)
252.235-7001	Indemnification Under 10 U.S.C. 2354 -- Cost Reimbursement	(DEC 1991)
252.242-7006	Accounting System Administration	(FEB 2012)
252.251-7001	Use of Interagency Fleet Management System (IFMS) Vehicle and Related Services	(DEC 1991)

## **I-14 DFARS 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016)**

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F

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using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

(1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or

(2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

“Cyber incident” means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapidly report” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are

defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data—

Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security

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requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the

Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

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(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

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(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Work Statement Rev.2, dated 26 February 2014

Attachment 2 - Desired Personnel Qualifications, dated 24 October 2013

Attachment 3 - DD254, dated 10 February 2015, Rev. 2

Attachment 4 - Contract Data Requirements List (CDRLs) A001-A003

Attachment 4(a) - CDRL A001 Attachment 1

Attachment 4(b) - CDRL A001 Attachment 2

Attachment 5 - Quality Assurance Surveillance Plan, dated 01 February 2013

Attachment 6 - Award Term Plan

Attachment 7 - List of Mission-Essential Contractor Services