AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
U	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. *(If applicable)*
02	30-Sep-2013	1300383295	N/A

6. ISSUED BY	CODE	7. ADMINISTERED BY *(If other than Item 6)*	CODE
	N00039		S2404A

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

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR *(No., street, county, State, and Zip Code)*
Exelis, Inc.
12975 Worldgate Drive, Suite 700
Herndon VA 20170

CAGE CODE 9M715 | FACILITY CODE

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED *(SEE ITEM 11)*

[X] 10A. MODIFICATION OF CONTRACT/ORDER NO.
N00178-05-D-4395-NS02

10B. DATED *(SEE ITEM 13)*
16-Sep-2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA *(If required)*
SEE SECTION G

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

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

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

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

15A. NAME AND TITLE OF SIGNER *(Type or print)*		16A. NAME AND TITLE OF CONTRACTING OFFICER *(Type or print)*	
		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)*	30-Sep-2013

GENERAL INFORMATION

The purpose of this modification is to:

1. Incrementally fund Labor CLIN 4001 in the amount of $(b)(4)
2. Incrementally fund ODC CLIN 6001 in the amount of $(b)(4)

Accordingly, said Task Order is modified as follows:

1. The total amount of funds obligated to the task is hereby increased from $8,497,839.00 by $4,027,399.00 to $12,525,238.00.

CLIN/SLIN/ACRN	Type Of Fund	From ($)	By ($)	To ($)
400106/AF	O&MN,N	(b)(4)		
400107/AG	O&MN,N			
400108/AH	O&MN,N			
400109/AJ	O&MN,N			
600104/AF	O&MN,N			
600105/AG	O&MN,N			
600106/AJ	O&MN,N			

2. The total value of the order is hereby increased from $23,250,824.14 by $0.00 to $23,250,824.14.

3. Sections B and G are modified accordingly.

4. This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. 2410 (a). The period of performance is 12 months. The start date is 16 September 2013 and end date is 15 September 2014.

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

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. (TBD)	1.0	LO	(b)(4)		
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 (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)

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. (TBD)	1.0	LO	$(b)(4)
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 (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)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101	R425	Labor. Option Year 1. (TBD) Option	1.0	LO	(b)(4)		
7201	R425	Labor. Option Year 2. (TBD) Option	1.0	LO	(b)(4)		
7301	R425	Labor. Award Term 1. (TBD) Option	1.0	LO	(b)(4)		
7401	R425	Labor. Award Term 2. (TBD) Option	1.0	LO	(b)(4)		

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. (TBD) Option	1.0	LO	$(b)(4)
9201	R425	Other Direct Costs and Travel. Non-fee bearing. G&A only. Option Year 2. (TBD) Option	1.0	LO	$(b)(4)
9301	R425	Other Direct Costs and Travel. Non-fee bearing. G&A only. Award Term 1. (TBD) Option	1.0	LO	$(b)(4)
9401	R425	Other Direct Costs and Travel. Non-fee bearing. G&A only. Award Term 2. (TBD) Option	1.0	LO	$(b)(4)

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 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.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	4001	(b)(4)		
OPTION I	7101			
OPTION II	7201			
AWARD TERM I	7301			
AWARD TERM II	7401			

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	(b)(4)
6001	(b)(4)

(c) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.

(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

B-5 OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant

to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

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 Assescosment 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 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.

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 posses 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 engineergs, 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

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.

(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
Analyst Advisors	(b)(4)
Area of Responsibility (AOR) Lead	
CENTRIXS Support Engineer	
Network Engineer	
Jr Radio Frequency Engineer	
Shore Lead Engineer	
Shore Network Engineer	
Program Manager	
Afloat Network Engineer	
Radio Frequency Engineer	
Senior Technical Advisor	

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

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;

(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.

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.

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:

4001	9/16/2013 - 9/15/2014
6001	9/16/2013 - 9/15/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4001	9/16/2013 - 9/15/2014
6001	9/16/2013 - 9/15/2014

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

7101	9/16/2014 - 9/15/2015
7201	9/16/2015 - 9/15/2016
9101	9/16/2014 - 9/15/2015
9201	9/16/2015 - 9/15/2016

The periods of performance for the Award Term Items are as follows:

7301	9/16/2016 - 9/15/2017
7401	9/16/2017 - 9/15/2018
9301	9/16/2016 - 9/15/2017
9401	9/16/2017 - 9/15/2018

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

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.

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-3 252.204-0002 LINE ITEM SPECIFIC ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the follwoing sequential order:
Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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

(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.

N/A

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

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC HQ0338
Issue By DoDAAC N00039
Admin DoDAAC S2404A
Inspect By DoDAAC N00039
Service Approver (DoDAAC) N00039
Service Acceptor (DoDAAC) N00039
Accept at Other DoDAAC N/A
LPO DoDAAC N/A
DCAA Auditor DoDAAC N/A
Other DoDAAC(s) N/A

(*Contracting Officer: Insert applicable DoDAAC information or ``See schedule" if multiple ship to/acceptance locations apply, or ``Not applicable.")

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

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

PCO: Patrick Dimla patrick.dimla@navy.mil
COR: Clint T. Sawarmura (b)(6)

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

N/A

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

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: (b)(6)
Code: SPAWAR 2.0B
Address: 4301 Pacific Highway, San Diego CA 92110
Phone: (619) 524-7598
E-Mail: (b)(6)

G-6 CONTRACTING OFFICER REPRESENTATIVE

Name: (b)(6)
Code: SPAWAR 4.0
Address: 4297 Pacific Highway, San Diego, CA 92110
E-mail:(b)(6)
Phone: 619-524-2565

G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

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

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
400101	1300375290	(b)(4)

LLA :
AA 1731804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A00001883090
CIN 130037529000001

400102	1300375290	(b)(4)

LLA :
AB 1731804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A10001883090
CIN 130037529000002

600101	1300375290	(b)(4)

LLA :
AA 1731804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A00001883090
CIN 130037529000001

600102	1300375290	(b)(4)

LLA :
AB 1731804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A10001883090
CIN 130037529000002

BASE Funding 1230300.00
Cumulative Funding 1230300.00

MOD 01

400103	1300381389	(b)(4)

LLA :
AD 1731804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A20001944402
CIN 130038138900003
(PWS Par 5.1.1)

400104	1300381389	(b)(4)

LLA :
AC 1731804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A00001944402
CIN 130038138900001
(PWS Par 5.1.1)

400105	1300381389	(b)(4)

LLA :
AE 1731804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A30001944402
CIN 130038138900004
(PWS Par 5.1.1)

600103	1300381389	(b)(4)

LLA :
AD 1731804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A20001944402
CIN 130038138900003
(PWS Par 5.1.1)

MOD 01 Funding 7267539.00
Cumulative Funding 8497839.00

MOD 02

400106	1300383295	(b)(4)

LLA :
AF 1731804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A00001965753
CIN 130038329500001
(PWS Par 5.1.1)

400107	1300383295	(b)(4)

LLA :
AG 1731804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A10001965753

CIN 130038329500002
(PWS Par 5.2.2)

400108 1300383295 (b)(4)
LLA :
AH 1731804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A20001965753
CIN 130038329500003
(PWS Par 5.1.1)

400109 1300383295 (b)(4)
LLA :
AJ 1731804 60CF 252 00055 068892 2D C004SN COST CODE: 000553WFSETQ
CIN 130038329500004
(PWS Par 5.2.1)

600104 1300383295 (b)(4)
LLA :
AF 1731804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A00001965753
CIN 130038329500001
(PWS Par 5.1.1)

600105 1300383295 (b)(4)
LLA :
AG 1731804 5C1C 257 00039 0 050120 2D 000000 COST CODE: A10001965753
CIN 130038329500002
(PWS Par 5.2.2)

600106 1300383295 (b)(4)
LLA :
AJ 1731804 60CF 252 00055 068892 2D C004SN COST CODE: 000553WFSETQ
CIN 130038329500004
(PWS Par 5.2.1)

MOD 02 Funding 4027399.00
Cumulative Funding 12525238.00

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 SPAWARSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/Task Order authorizes performance at SPAWARSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

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

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

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

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

(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

include the following:

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

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

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

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

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

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

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

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

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

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

H-6 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 contact 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 "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:

(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

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

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

(b) General

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

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

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

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

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

(c) Per Diem

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

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

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified

as a bona fide residence.

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

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

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

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

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

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

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

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

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

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

= 50).

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

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

H-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:

NAME: Patrick Dimla
ADDRESS: 4301 Pacific Highway, San Diego, CA 92110
TELEPHONE: (619) 524-7179
E-MAIL: patrick.dimla@navy.mil

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 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:

Services	**$4.00 per $100 of employee remuneration**
Construction	**$7.50 per $100 of employee remuneration**
Security	**$12.50 per $100 of employee remuneration**
Aviation	**$20.00 per $100 of employee remuneration**

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 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

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.

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 caontract 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

(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;

(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:

(b)(4)

[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–

(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:

(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) (DEVIATION2012-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 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.

(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 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. 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 that 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.

(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.*

(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 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.

FAR SOURCE	TITLE	DATE
52.222-2	Payment for Overtime Premiums (for para. (a), $300,000.00	(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	Antinterrorism/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 Exlusion (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)

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement, dated 11 February 2013

Attachment 2 - Desired Personnel Qualifications

Attachment 3 - DD254, dated 21 August 2013

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