

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 18-Oct-2011	4. REQUISITION/PURCHASE REQ. NO. 1300229715; 1300230034; 1300230074		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 brandon.carll@navy.mil 619-524-7389	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Brace Management Group 9500 Arena Drive, Suite 250 Largo MD 20774-3709		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4221-NS02
		10B. DATED (SEE ITEM 13) 01-Oct-2010

CAGE CODE 1B3Q1	FACILITY CODE
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

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

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Allotment of Funds (5252.232-9200)(JAN 1989)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.  
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Paul A. Halsey, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Jones, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Paul A. Halsey (Signature of person authorized to sign)	15C. DATE SIGNED 17-Oct-2011	16B. UNITED STATES OF AMERICA BY /s/Sandra Jones (Signature of Contracting Officer)	16C. DATE SIGNED 18-Oct-2011

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## GENERAL INFORMATION

The purpose of this modification is to:

1. Provide incremental funding in the amount of [REDACTED]
2. Update Section H and replace Clause H-10 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008) with H-10 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (5252.237-9603) (AUG 2011).
3. Update Section J Attachments to replace Attachment 4 - CDRL A001 MSR and CDRL A001 MSR Attachment 1 with updated versions.
4. Provide Attachment 5 - INFORMATION ACCESS AGREEMENT-COMPANY and Attachment 6 - INFORMATION ACCESS AGREEMENT - EMPLOYEE. The new Attachment 5 Company NDA form shall be signed by the contractor and returned to the PCO as soon as practicable.

Accordingly, said Task Order is modified as follows:

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

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
410101/AR	O&MN,N	0.00	[REDACTED]	[REDACTED]
410102/AS	O&MN,N	0.00	[REDACTED]	[REDACTED]
410103/AT	O&MN,N	0.00	[REDACTED]	[REDACTED]
410104/AU	WCF	0.00	[REDACTED]	[REDACTED]
610101/AU	WCF	0.00	[REDACTED]	[REDACTED]

2. The total value of the order is hereby increased from \$ [REDACTED] by \$0.00 to [REDACTED]
3. Modify sections B, G, H, and J accordingly.

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

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----					
4001	BASE YEAR - TOTAL HOURS - 28,145 (TBD)	1.0 LO	██████████	██████████	██████████
400101	Incremental Funding - ACRN AA (O&MN,N)				
400102	Incremental Funding - ACRN AB (O&MN,N)				
400103	Incremental Funding - ACRN AC (RDT&E)				
400104	Incremental Funding - ACRN AD (FMS Case #TW-P-G NY)				
400105	Incremental Funding - ACRN AE (O&MN,N)				
400106	Incremental Funding - ACRN AF (RDT&E)				
400107	Incremental Funding - ACRN AA (O&MN,N)				
400108	Incremental Funding - ACRN AA (O&MN,N)				
400109	Incremental Funding - ACRN AG (O&MN,N)				
400110	Incremental Funding - ACRN AH (FMS)				
400111	Incremental Funding - ACRN AJ (O&MN,N)				
400112	Incremental Funding - ACRN AK (O&MN,N)				
400113	Incremental				

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Funding - ACRN AA  
 (Code 2.0 Admin  
 Support) (O&MN,N)

400114 Incremental  
 Funding - ACRN AL  
 (Code 2.0 Admin  
 Support) (O&MN,N)

400115 Incremental  
 Funding - ACRN AM  
 (PMW 150 Support)  
 (O&MN,N)

400116 Incremental  
 Funding - ACRN AE  
 (O&MN,N)

400117 Incremental  
 Funding - ACRN AN  
 (JPEO JTRS AMF  
 Support)  
 (Deobligated  
 \$37,000 in Mod 16  
 PR  
 1300201192-0001)  
 (RDT&E)

400118 Incremental  
 Funding - ACRN AP  
 (JPEO SBIR  
 Support)(Deobliga  
 ted \$23,000 in  
 Mod 16, PR  
 1300201192-0001)  
 (RDT&E)

400119 Incremental  
 Funding - ACRN  
 AQ(Code 8.3  
 Command  
 Operations)  
 (O&MN,N)

400120 Incremental  
 Funding - ACRN AA  
 (Code 2.0 Admin  
 Support) (O&MN,N)

400121 Incremental  
 Funding - ACRN AB  
 (Code 2.0 Admin  
 Support) (O&MN,N)

400122 Incremental  
 Funding - ACRN AA  
 (Code 2.0 Admin  
 Support) (O&MN,N)

4101 OPTION YEAR ONE -  
 TOTAL HOURS -  
 28,145 (TBD)

410101 Incremental

1.0 LO



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Funding - ACRN AR  
(2.0 Funding)  
(O&MN,N)

410102 Incremental  
Funding - ACRN AS  
(2.0 Wayne)  
(O&MN,N)

410103 Incremental  
Funding - ACRN AT  
(JTRS) (O&MN,N)

410104 Incremental  
Funding - ACRN AU  
(SSC LANT) (WCF)

4201 OPTION YEAR TWO - 1.0 LO [REDACTED] [REDACTED] [REDACTED]  
TOTAL HOURS -  
28,145 (TBD)  
Option

4301 OPTION YEAR THREE 1.0 LO [REDACTED] [REDACTED] [REDACTED]  
- TOTAL HOURS -  
28,145 (TBD)  
Option

4401 OPTION YEAR FOUR 1.0 LO [REDACTED] [REDACTED] [REDACTED]  
- TOTAL HOURS -  
28,145 (TBD)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6001	BASE YEAR - Other Direct Costs - Non-Fee Bearing, Material Handling and G&A only. (TBD)	1.0	LO	[REDACTED]
6101	OPTION YEAR ONE - Other Direct Costs - Non-Fee Bearing, Material Handling and G&A only. (TBD)	1.0	LO	[REDACTED]
610101	Incremental Funding - ACRN AU (SSC LANT) (WCF)			
6201	OPTION YEAR TWO - Other Direct Costs - Non-Fee Bearing, Material Handling and G&A only. (TBD) Option	1.0	LO	[REDACTED]

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6301	OPTION YEAR THREE - Other Direct Costs - Non-Fee Bearing, Material Handling and G&A only. (TBD) Option	1.0 LO	██████████
6401	OPTION YEAR FOUR - Other Direct Costs - Non-Fee Bearing, Material Handling and G&A only. (TBD) Option	1.0 LO	██████████

**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**

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

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

(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 **(TBD)** 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

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the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

<u>TABLE</u>	<u>CLIN</u>	<u>FIXED FEE</u>	<u>HOURS</u>	<u>FEE PER DIRECT LABOR HOUR</u>
BASE YEAR	4001	██████████	28,145	\$ ██████████
OPTION I	4101	██████████	28,145	\$ ██████████
OPTION II	4201	██████████	28,145	\$ ██████████
OPTION III	4301	██████████	28,145	\$ ██████████
OPTION IV	4401	██████████	28,145	\$ ██████████

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

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

**B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING**

- (a) This contract is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of cost and fee, are as follows:

<u>ITEM(S)</u>	<u>AMOUNT ALLOTTED (COST AND FEE)</u>
4001	\$ ██████████
4101	\$ ██████████
6001	\$ ██████████
6101	\$ ██████████

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

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 3 Contract Data Requirements List (CDRL).

### C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

See Attachment 4 – Quality Assurance Surveillance Plan

### C-3 INFORMATION ASSURANCE (IA)

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

The contractor shall follow SECNAVINST 5239.3A of 20 Dec 2004 & DoD 8500.2 of 6 Feb 2003 when performing IA tasks orders.

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

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

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

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(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.

**C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)**

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

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

(1) Routine inspection of contractor occupied work spaces.

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

(3) Random inspections of personnel 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.

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(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-6 KEY PERSONNEL (DEC 1999) (C-325)**

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

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

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

(d) List of Key Personnel:

**NAME**

**CONTRACT LABOR CATEGORY**

██████████  
██████████  
██████████

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

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

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

## **C-7 PERSONNEL QUALIFICATION REQUIREMENTS**

Personnel Qualifications are provided as Attachment No. 2.

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## **SECTION D PACKAGING AND MARKING**

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

See Section G – Task Order Manager

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

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## **SECTION F DELIVERABLES OR PERFORMANCE**

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

#### **CLIN – DELIVERIES OR PERFORMANCE**

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

#### **BASE PERIOD:**

4001 1 October 2010 – 30 September 2011  
6001 1 October 2010 – 30 September 2011

#### **OPTION 1:**

4101 1 October 2011 – 30 September 2012  
6101 1 October 2011 – 30 September 2012

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

#### **OPTION 2:**

4201 1 October 2012 – 30 September 2013  
6201 1 October 2012 – 30 September 2013

#### **OPTION 3:**

4301 1 October 2013 – 30 September 2014  
6301 1 October 2013 – 30 September 2014

#### **OPTION 4:**

4401 1 October 2014 – 30 September 2015  
6401 1 October 2014 – 30 September 2015

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

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15<sup>th</sup> of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

Period Covered by Report

Significant Accomplishments – Description of the technical progress made during that period.

Significant Issues

Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.

Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

### INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice. 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). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), **and** the specific ACRN. Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis. 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 Task Order Manager at the time of submission to DCAA/DFAS.** The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

### G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a Cost Plus Fixed Fee - Level of Effort (TERM) task order.

### INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

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(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988 and selecting Option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Cost back-up documentation shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.

(f) The contractor shall use the following document type, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S2101A
Inspector DODAAC (if applicable)	N00039 ( <a href="mailto:Steve.swiger@navy.mil">Steve.swiger@navy.mil</a> )
Acceptor DODAAC:	N00039 ( <a href="mailto:Steve.swiger@navy.mil">Steve.swiger@navy.mil</a> )
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	N/A
DCAA Auditor DODAAC:	HAA719
Service Approver DODAAC:	N00039
PAY DODAAC:	HQ0338

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

(g) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the

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Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
Steve Swiger at email: <a href="mailto:Steve.swiger@navy.mil">Steve.swiger@navy.mil</a>

## **G-5 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Brad Vetting  
Code: SPAWAR 2.0B  
Address: 4301 Pacific Highway, San Diego CA 92110  
Phone: (619) 524-7598  
E-Mail: [Brad.vetting@navy.mil](mailto:Brad.vetting@navy.mil)

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

The SPAWAR COR for this Task Order is:

Name: Steve Swiger  
Code: SPAWAR 2.3A1  
Address: 4301 Pacific Highway, San Diego, CA 92110  
Phone: (858) 524-7173  
Email: [Steve.swiger@navy.mil](mailto:Steve.swiger@navy.mil)

## **G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (SPAWAR G-321)**

(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) 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.

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SLINID PR Number Amount  
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BASE Funding 0.00  
Cumulative Funding 0.00

MOD 01

400101 1300180640 [REDACTED]  
LLA :  
AA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000584978  
CIN 130018064000001  
Code 2.0 Admin Support

400102 1300180640 [REDACTED]  
LLA :  
AB 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A10000584978  
CIN 130018064000002  
Code 2.0 Admin Support

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

400103 1300183181 [REDACTED]  
LLA :  
AC 97X4930 NH3S 252 77777 0 050120 2F 000000 COST CODE: A00000603252  
CIN 130018318100001  
SSC Lant Contract Document Rvw Support [REDACTED]

MOD 02 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03

400104 1300183292 [REDACTED]  
LLA :  
AD 97-11X8242 PNL4 252 00039 0 050120 2D 000000 COST CODE: A00000604287  
CIN 130018329200001  
PMW 740 Contract Specialist Support

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 04

400105 1300181090 [REDACTED]  
LLA :  
AE 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000587239  
CIN 130018109000001  
JPEO

400106 1300181090 [REDACTED]  
LLA :  
AF 1701319 56ED 252 00039 0 050120 2D 000000 COST CODE: A10000587239  
CIN 130018109000002  
SBIR

MOD 04 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 05

400107 [REDACTED]  
LLA :  
AA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000584978  
CIN 130018064000003  
Code 2.0 Admin Support

MOD 05 Funding [REDACTED]

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Cumulative Funding [REDACTED]

MOD 06

400108 1300180640-0002 [REDACTED]  
 LLA :  
 AA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000584978  
 CIN 130018064000004  
 Code 2.0 Admin Support

MOD 06 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 07 Funding 0.00  
 Cumulative Funding [REDACTED]

MOD 08

400109 1300189391 [REDACTED]  
 LLA :  
 AG 1711804 DC3C 000 41756 0 068941 2D 000000 COST CODE: E90017009000  
 CIN 130018939100001  
 Contract Support for PMS 485

MOD 08 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 09

400110 1300190438 [REDACTED]  
 LLA :  
 AH 97-11X8242 PNL4 252 00039 0 050120 2D 000000 COST CODE: A00000650123  
 CIN 130019043800001  
 PMW 740

MOD 09 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 10

400111 1300189984 [REDACTED]  
 LLA :  
 AJ 1711804 5B2B 257 00039 0 050120 2D 000000 COST CODE: A00000646992  
 CIN 130018998400001  
 PEO C4I

400112 1300189984 [REDACTED]  
 LLA :  
 AK 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A10000646992  
 CIN 130018998400002  
 PMW 150

MOD 10 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 11

400113 1300180640-0003 [REDACTED]  
 LLA :  
 AA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000584978  
 CIN 130018064000005  
 Code 2.0 Admin Support

400114 1300180640-0003 [REDACTED]  
 LLA :  
 AL 1711804 DC3C 252 41756 0 068941 2D 000000 COST CODE: E90017009000  
 CIN 130018064000007  
 Code 2.0 Admin Support

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MOD 11 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 12

400115 1300200213 [REDACTED]  
LLA :  
AM 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000719377  
CIN 130020021300001  
(PMW 150 Support)

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13

400116 1300181090-0001 [REDACTED]  
LLA :  
AE 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000587239  
CIN 130018109000003  
JPEO

MOD 13 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 14

400117 1300201192 [REDACTED]  
LLA :  
AN 1711319 D5HK 255 00039 0 050120 2D 000000 COST CODE: A00000726125  
CIN 130020119200001

JPEO

400118 1300201192 [REDACTED]  
LLA :  
AP 1701319 56ED 255 00039 0 050120 2D 000000 COST CODE: A10000726125  
CIN 130020119200002

JPEO SBIR

MOD 14 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 15

400119 1300201828 [REDACTED]  
LLA :  
AQ 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000730760  
CIN 130020182800001  
Code 8.3 Command Operations

MOD 15 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 16

400117 1300201192 [REDACTED]  
LLA :  
AN 1711319 D5HK 255 00039 0 050120 2D 000000 COST CODE: A00000726125  
CIN 130020119200001

JPEO

400118 1300201192 [REDACTED]  
LLA :  
AP 1701319 56ED 255 00039 0 050120 2D 000000 COST CODE: A10000726125  
CIN 130020119200002

JPEO SBIR

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MOD 16 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 17

400120 1300180640-0004 [REDACTED]  
LLA :  
AA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000584978  
CIN 130018064000008 (2.0 Admin Support)

400121 1300180640-0004 [REDACTED]  
LLA :  
AB 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A10000584978  
CIN 130018064000009 (2.0 Admin Support)

MOD 17 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 18

400122 1300180640-0005 [REDACTED]  
LLA :  
AA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000584978  
CIN 130018064000010  
(Code 2.0 Admin Support)

MOD 18 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 19 Funding 0.00  
Cumulative Funding [REDACTED]

MOD 20 Funding 0.00  
Cumulative Funding [REDACTED]

MOD 21

410101 1300230074 [REDACTED]  
LLA :  
AR 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000904337  
CIN 130023007400001 (2.0 Funding)

410102 1300230074 [REDACTED]  
LLA :  
AS 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A10000904337  
CIN 130023007400002 (2.0 [REDACTED])

410103 1300230034 [REDACTED]  
LLA :  
AT 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000903847  
CIN 130023003400001 (JTRS)

410104 1300229715 [REDACTED]  
LLA :  
AU 97X4930 NH3S 252 77777 0 050120 2F 000000 COST CODE: A00000901979  
CIN 130022971500001 (SSC LANT)

610101 1300229715 [REDACTED]  
LLA :  
AU 97X4930 NH3S 252 77777 0 050120 2F 000000 COST CODE: A00000901979  
CIN 130022971500001 (SSC LANT)

MOD 21 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

### H-2 DATA RIGHTS

The Data Rights clause in the basic contract is invoked for this task order.

### H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

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

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

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

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

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

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

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

#### **H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (SPAWAR H-359)**

(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

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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) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of Information provided by the contractor to the Government.

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

**(h) The Prime Contractor will submit a signed copy of the Contractor to SPAWAR Non-Disclosure Agreement, see Section J, Attachment 9.**

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

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.

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(21) Any other data or information identified by the Government as PPBS data or information.

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

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

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

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

**STATEMENT OF NONDISCLOSURE OF PPBS DATA**

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

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

SIGNATURE \_\_\_\_\_

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

DATE \_\_\_\_\_

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

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

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

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

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

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

## **H-7 TECHNICAL INSTRUCTIONS**

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

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

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

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

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

## **H-8 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (HQ C-2-0037)**

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(a) *Definitions.*

(1) "Organizational Conflict of Interest" ("OCI") means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(2) "Contractor" as used in this clause includes any affiliate, subcontractor, consultant, or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(3) "Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

(4) "Similar in nature" is defined as the services provided by the Contractor requiring access to procurement sensitive and proprietary data of other companies to support work specifically limited to contract administration, financial reconciliation, and contract closeout type services to support SPAWAR Contracting (Code 2.0) and Comptroller (Code 1.0).

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any OCIs as defined in paragraph (a).

(c) (1) It is recognized that the efforts to be performed by the Contractor under this task order will create a potential OCI on the instant contract or on a present or future acquisition. These efforts include, but are not limited to, Contractor employees tasked with assisting in administrative handling/processing of information and documents while performing tasks such as preparing task order modifications and supporting documentation, file room management, financial reconciliation and contract closeout, which includes access to procurement sensitive and proprietary data of other companies. In accordance with the requirements of FAR 9.5, in order to avoid this potential OCI, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future SPAWAR procurements of equipment and/or services shall be limited as described in paragraph (c)(2) below.

(2) The Contractor shall be ineligible for award of any future SPAWAR contracts unless the future contracts are similar in nature, as defined in paragraph (a)(4) above, to the work the Contractor will perform under this contract. The restriction applies to new SPAWAR contracts and task orders (not yet awarded) that will be competed under an existing Multiple Award Contract (MAC). The Contractor may continue work on any currently existing contracts and task orders but would be precluded from any future recompetitions of that work, or other new work, unless the new work is similar in nature (as defined above) to the work the Contractor will perform under this contract. No

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OCI mitigation plans will be accepted for this contract. The restrictions imposed by this clause are enforced from the date of contract award until three (3) years after contract performance ends. This exclusion does not apply to any recompetition for equipment or services furnished pursuant to this task order.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this task order. This prohibition shall not expire after a given period of time.

(e) (1) The Contractor agrees that, if after award, it discovers an actual or potential OCI, the Contractor shall make immediate and full disclosure in writing to the SeaPort Task Order Contracting Officer. The notification shall include a description of the actual or potential OCI, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort Task Order Contracting Officer in making a determination on this matter. This notification requirement shall also apply to any release of information in contravention of paragraph (d). Notwithstanding this notification, the Government may terminate the contract /Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(2) Notwithstanding paragraph (e) above, if the Contractor was aware, or should have been aware, of an OCI prior to the award of this contract or subsequently becomes, or should become, aware of an OCI after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(3) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(4) The SeaPort Task Order Contracting Officer's decision as to the existence or nonexistence of an actual or potential OCI shall be final.

(f) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to other program offices, Program Executive Offices (PEOs), or Government agencies its equipment or services if the requirement of the other program office, PEO, or agency for the equipment or services is unrelated to any work performed under this contract/task order. Additionally,

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this requirement shall not preclude a Contractor involved in preparing a statement of work pursuant to its development and design work on a piece of equipment from participating in a procurement for that equipment.

(g) The Contractor shall promptly notify the SeaPort Task Order Contracting Officer in writing if it has been tasked to evaluate or advise the Government concerning its own products or activities, or those of a competitor, in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(h) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(i) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract.

(j) Compliance with this requirement is a material requirement of this contract.

## **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 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY**

### **REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND**

### **NONPUBLIC INFORMATION (AUG 2011) (5252.237-9603)**

(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

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schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

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

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

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

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

(i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

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

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(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

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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-11 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**

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

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

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

### **(b) General**

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

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

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

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

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(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.

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(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.

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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.

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## SECTION I CONTRACT CLAUSES

### **OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.**
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.**
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.**

### **I-2 SUBCONTRACT (FAR 52.244-2) (JUN 2007)**

- (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 contract or 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**

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**the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.**

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

**None**

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

- (i) A description of the supplies or services to be subcontracted.**
- (ii) Identification of the type of subcontract to be used.**
- (iii) Identification of the proposed subcontractor.**
- (iv) The proposed subcontract price.**
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.**
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.**
- (vii) A negotiation memorandum reflecting -**
  - (A) The principal elements of the subcontract price negotiations;**
  - (B) The most significant considerations controlling establishment of initial or revised prices;**
  - (C) The reason cost or pricing data were or were not required;**
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;**
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;**

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**(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and**

**(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.**

**(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) 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:**

**None** \_\_\_\_\_

*Alternate I*

**(e)(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.**

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**(FEB 2010)**

**(a) Definitions.**

**“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.**

**(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 any claim under title VII of the Civil Rights Act of 1964 or 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 any claim under title VII of the Civil Rights Act of 1964 or 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, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any 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) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.**

#### **I-4 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

**a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$30,000 (over the entire life of the task order) or the overtime premium is paid for work --**

**(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production**

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**bottlenecks of a sporadic nature;**

**(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;**

**(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or**

**(4) That will result in lower overall costs to the Government.**

**(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --**

**(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;**

**(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;**

**(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and**

**(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.**

**(End of Clause)**

## **I-5 CLAUSES INCORPORATED BY REFERENCE**

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

**52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)**

**52.232-18 AVAILABILTY FOR FUNDS (APR 1984)**

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Work Statement - 12 May 2010

Attachment 2 - Personnel Qualifications

Attachment 3 - CDRL A001 (updated)

CDRL A001 Attachment 1 (updated)

CDRL A001 Attachment 2

CDRL A001 Attachment 3

Attachment 4 - Quality Assurance Surveillance Plan (QASP)

Attachment 5 - Info Assurance (Company)

Attachment 6 - Info Assurance (Employee)