AMENDMENT OF SOLICITATION/MO	ODIFICATION OF (CONTRACT	1. CONTRACT ID CODE U		PAGE OF PAGES			
	EFFECTIVE DATE 31-Jul-2019	1	I PURCHASE REQ. NO. 1300789994	5. PROJEC	CT NO. (If applicable) N/A			
6. ISSUED BY CODE	N65236	7. ADMINISTERE	D BY (If other than Item 6)	CODE	S2101A			
SPAWAR-NIWC Atlantic (CHRL)		 DCMA	A Baltimore		SCD: C			
P.O. BOX 190022		217 E	AST REDWOOD STREET, SI	JITE				
North Charleston SC 29419-9022		1800						
suzanne.kennedy@navy.mil 843-218-303	37	BALT	MORE MD 21202-3375					
		1						
8. NAME AND ADDRESS OF CONTRACTOR (No., s	street, county, State, and Zij	o Code)	9A. AMENDMENT OF SOLICITA	ATION NO.				
GROVE RESOURCE SOLUTIONS, IN	NC .							
5295 Westview Drive, Ste 125								
Frederick MD 21703			9B. DATED (SEE ITEM 11)					
			10A. MODIFICATION OF CONT	RACT/ORDER	NO.			
		[X]						
			N00178-14-D-7736 / N	N6523618F	3102			
			10B. DATED (SEE ITEM 13)					
CAGE 1RTX7 FACILITY CODE	CODE		18-Jul-2018					
11. THI	S ITEM ONLY APPLI	IES TO AMENDM	MENTS OF SOLICITATIONS					
(a) By completing Items 8 and 15, and returning one (separate letter or telegram which includes a reference DESIGNATED FOR THE RECEIPT OF OFFERS PRI you desire to change an offer already submitted, such amendment, and is received prior to the opening hour 12. ACCOUNTING AND APPROPRIATION DATA (If	to the solicitation and amer OR TO THE HOUR AND Do change may be made by te and date specified. required)	ndment numbers. FAI ATE SPECIFIED MAY elegram or letter, provi	LURE OF YOUR ACKNOWLEDGEME RESULT IN REJECTION OF YOUR O	NT TO BE REC FFER. If by vii	CEIVED AT THE PLACE tue of this amendment			
	SEE S	ECTION G						
			ONS OF CONTRACTS/ORDER	RS,				
(*) A. THIS CHANGE ORDER IS ISSUED PU			AS DESCRIBED IN ITEM 14.		ITRACT ORDER NO. IN			
ITEM 10A.	TO (Opecity au	monty) THE CHANCE	20 OLTT OKTITINTILM 14 AKLIMAD	L IN THE CON	TRACT ORBER NO. IN			
B. THE ABOVE NUMBERED CONTRACT date, etc.)SET FORTH IN ITEM 14, PURS			INISTRATIVE CHANGES (such as cha	anges in paying	office, appropriation			
[X] C. THIS SUPPLEMENTAL AGREEMENT Mutual agreement by both parties pur			Y OF:					
D. OTHER (Specify type of modification a)		anu 32.232-22						
E. IMPORTANT: Contractor [] is not, [X] is	s required to sign this do	cument and return_	1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE PAGE 2	N (Organized by UCF secti	ion headings, including	g solicitation/contract subject matter wh	ere feasible.)				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND T	TLE OF CONTRACTING OFFICER (T	ype or print)				
Patrick O'Mara, Contracts Manager		Bridgette L (dgette L Clayton, Contracting Officer					
15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B.			ES OF AMERICA		16C. DATE SIGNED			
/s/Patrick O'Mara	30-Jul-2019	BY /s/Bridget	te L Clayton		31-Jul-2019			
(Signature of person authorized to sign) (Signature of Contracting Officer)								

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to decrease the ceiling amount on CLIN 9104 and add incremental funding. All other terms and conditions remain unchanged. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from by

to

CLIN/SLIN Type Of Fund From (\$) By (\$) To (\$)

710102 PMC

910801 O&MN,N

The total value of the order is hereby decreased from by to .

CLIN/SLIN From (\$) By (\$) To (\$)

9104

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	F :	ixed Fee	e	CPFF
7001	D318	Base Year IAW Section C, Performance Work Statement - TACNET. (PMC)	1.0	EA						
700101	D318	ACRN: AA NWA: 100001386014-EP22 EXP: 09/30/2020 PR: 130061100-0001 (PMC)								
7002	D318	Base Year IAW Section C, Performance Work Statement - TACNET. (O&MN,N)	1.0	EA						
7003	D318	Base Year IAW Section C, Performance Work Statement - TACNET (RDT&E)	1.0	EA						
7004	D318	Base Year IAW Section C, Performance Work Statement - SATCOM (PMC)	1.0	EA						
7005	D318	Base Year IAW Section C, Performance Work Statement - SATCOM (O&MN,N)	1.0	EA						
7006	D318	Base Year IAW Section C, Performance Work Statement - SATCOM (RDT&E)	1.0	EA						
7007	D318	Base Year IAW Section C, Performance Work Statement - GND RADIOS. (PMC)	1.0	EA						
700701	D318	ACRN: AB NWA: 100001388602-SEAP EXP: 09/30/2020 PR: 130061100-0001 (PMC)								
700702	D318	PR 1300766994 ACRN AD Cost Code 9RC745211110 Funding Doc M9545019RC74521 Funding Expires 09-30-2019 NWA 100001447061 3102 (PMC)								
7008	D318	Base Year IAW Section C, Performance Work Statement - GND RADIOS (O&MN,N)	1.0	EA						
700801	D318	ACRN: AC NWA: 100001388601-JLTV EXP: 09/30/2018 PR: 130061100-0001 (O&MN,N)								
700802	D318	ACRN: AC NWA: 100001388601-JLTV EXP: 09/30/2018 PR: 1300730254 (O&MN,N)								
700803	D318	PR 1300766994 ACRN AE Cost Code 9RCAX10311PR Funding Doc M9545019RCAX103 Funding Expires								

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
		09-30-2019 NWA 100001446760 OMC1 (O&MN,N)							
7009	D318	Base Year IAW Section C, Performance Work Statement - GND RADIOS (RDT&E)	1.0	EA					
7010	D318	Base Year IAW Section C, Performance Work Statement - THC2 (PMC)	1.0	EA					
7011	D318	Base Year IAW Section C, Performance Work Statement - THC2 (O&MN,N)	1.0	EA					
7012	D318	Base Year IAW Section C, Performance Work Statement - THC2 (RDT&E)	1.0	EA					
7013	D318	Base Year IAW Section C, Performance Work Statement - TRANSITION IN (O&MN,N)	1.0	EA					

TACNET. (RDT&E)

Item	PSC Supplies/Services	Qty Unit	Cost	F1xed Fee	CPFF
7015	Base Year - Contractor Data Requirements List - Not Separately Priced	1.0 LO			NSP

7015		se Year - Contractor Data Require parately Priced	ment	s List	- No	ot 1.0	LO		NSP
For Cost Type Items:									
Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed Fee	CPFF	
7101	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - TACNET. (PMC)	1.0	EA					
710101	D318	ACRN AA: LABOR FOR PWS PR: 1300793265 COST CODE: 8RC84852111R FUNDING DOCUMENT: M9545018RC84852 NWA/BS#S: 100001386014-EP22 (PMC)							
710102	D318	ACRN: AH PR: 1300798994 COST CODE: 9RC74566111R FUNDING DOCUMENT: M9545019RC74566 NWA/BS#S: 100001497340-0010 (PMC)							
7102	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - TACNET. (O&MN,N)	1.0	EA					
7103	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement -	1.0	EA					

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
7104	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - SATCOM. (PMC)	1.0	EA					
7105	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - SATCOM. (O&MN,N)	1.0	EA					
7106	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - SATCOM. (RDT&E)	1.0	EA					
7107	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - GND RADIOS. (PMC)	1.0	EA					
710701	D318	ACRN AF: LABOR FOR PWS PR: 1300793265 COST CODE: 9RC947671110 FUNDING DOCUMENT: M9545019RC94767 NWA/BS#S: 100001496125 PMC1 (PMC)							
7108	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - GND RADIOS. (O&MN,N)	1.0	EA					
7109	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - GND RADIOS. (RDT&E)	1.0	EA					
710901	D318	ACRN AG: LABOR FOR PWS PR: 1300793265 COST CODE: 9RCR9942113R FUNDING DOCUMENT: M9545019RCR9942 NWA/BS#S: 100001495211 RDT1 (RDT&E)							
7110	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - THC2. (PMC)	1.0	EA					
7111	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - THC2. (O&MN,N)	1.0	EA					
7112	D318	Option Year 1 (OY1) IAW Section C, Performance Work Statement - THC2. (RDT&E)	1.0	EA					

Qty Unit Est. Cost Item PSC Supplies/Services CPFF Fee 7115 Option Year 1 - Contractor Data Requirements List - 1.0 LO NSP Not Separately Priced

Fixed

For Cost Type Items:

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

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Item	PSC	Supplies/Services	Qty	Unit Est. Cost Fixed Fee CPFF
7201	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - TACNET. (PMC)	1.0	EA
		Option		
7202	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - TACNET. (O&MN,N)	1.0	EA
		Option		
7203	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - TACNET. (RDT&E)	1.0	EA
		Option		
7204	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - SATCOM. (PMC)	1.0	EA
		Option		
7205	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - SATCOM. (O&MN,N)	1.0	EA
		Option		
7206	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - SATCOM. (RDT&E)	1.0	EA
		Option		
7207	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - GND RADIOS. (PMC)	1.0	EA
		Option		
7208	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - GND RADIOS. (O&MN,N)	1.0	EA
		Option		
7209	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - GND RADIOS. (RDT&E)	1.0	EA
		Option		
7210	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - THC2. (PMC)	1.0	EA
		Option		
7211	D318	Option Year 2 (OY2) IAW Section C, Performance Work Statement - THC2. (O&MN,N)	1.0	EA
		Option		

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Item PSC Supplies/Services

Qty Unit Est. Cost Fixed Fee CPFF

7212 D318 Option Year 2 (OY2) IAW Section 1.0 EA C, Performance Work Statement -THC2. (RDT&E)

Option

For Cost Type / NSP Items

Option

ror co	JSC I	ype / Nor Items							Est.	Fixed	
Item	PSC	Supplies/Services				(Qty (Jnit	Cost	Fee	CPFF
7215		Option Year 2 - Contr Not Separately Priced	quire	ments	List	- :	1.0 I	70			NSP
For Co	ost I	ype Items:									
Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	:	Fixe	ed Fee	CPFF	
7301	D318	Option Year 3 (OY3) C, Performance Work TACNET. (PMC)	1.0	EA							
		Option									
7302	D318	Option Year 3 (OY3) C, Performance Work TACNET. (O&MN,N)	1.0	EA							
		Option									
7303	D318	Option Year 3 (OY3) C, Performance Work TACNET. (RDT&E)	1.0	EA							
		Option									
7304	D318	Option Year 3 (OY3) C, Performance Work SATCOM. (PMC)	1.0	EA							
		Option									
7305	D318	Option Year 3 (OY3) C, Performance Work SATCOM. (O&MN,N)	1.0	EA							
		Option									
7306	D318	Option Year 3 (OY3) C, Performance Work SATCOM. (RDT&E)	1.0	EA							
		Option									
7307	D318	Option Year 3 (OY3) C, Performance Work GND RADIOS. (PMC)	1.0	EA							

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
7308	D318	Option Year 3 (OY3) IAW Section C, Performance Work Statement - GND RADIOS. (O&MN,N)	1.0	EA					
		Option							
7309	D318	Option Year 3 (OY3) IAW Section C, Performance Work Statement - GND RADIOS. (RDT&E)	1.0	EA					
		Option							
7310	D318	Option Year 3 (OY3) IAW Section C, Performance Work Statement - THC2. (PMC)	1.0	EA					
		Option							
7311	D318	Option Year 3 (OY3) IAW Section C, Performance Work Statement - THC2. (O&MN,N)	1.0	EA					
		Option							
7312	D318	Option Year 3 (OY3) IAW Section C, Performance Work Statement - THC2. (RDT&E)	1.0	EA					
		Option							

Item :	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7315		Option Year 3 - Contractor Data Requirements List - Not Separately Priced	1.0	LO			NSP

Item	PSC	Supplies/Services	Qty	Unit Est	. Cost	Fixed Fee	CPFF
7401	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - TACNET. (PMC)	1.0	EA			
		Option					
7402	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - TACNET. (O&MN,N)	1.0	EA			
		Option					
7403	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - TACNET. (RDT&E)	1.0	EA			
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed	Fee	CPFF
7404	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - SATCOM. (PMC)	1.0	EA					
		Option							
7405	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - SATCOM. (O&MN,N)	1.0	EA					
		Option							
7406	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - SATCOM. (RDT&E)	1.0	EA					
		Option							
7407	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - GND RADIOS. (PMC)	1.0	EA					
		Option							
7408	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - GND RADIOS. (O&MN,N)	1.0	EA					
		Option							
7409	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - GND RADIOS. (RDT&E)	1.0	EA					
		Option							
7410	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - THC2. (PMC)	1.0	EA					
		Option							
7411	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - THC2 (O&MN,N)	1.0	EA					
		Option							
7412	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - THC2 (RDT&E)	1.0	EA					
		Option							
7413	D318	Option Year 4 (OY4) IAW Section C, Performance Work Statement - TRANSITION OUT (O&MN,N)	1.0	EA					
		Option							

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Item PSC Supplies/Services

Qty Unit Est.

Fixed CPFF

7415 Option Year 4 - Contractor Data Requirements List - 1.0 LO

NSP

Not Separately Priced

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9001	D318	Base Year - ODCs in support of CLIN 7001 (PMC)	1.0	LO		
900101	D318	ACRN: AA NWA: 100001386014-EP22 EXP: 09/30/2020 PR: 1300738688 (PMC)				
9002	D318	Base Year - ODCs in support of CLIN 7002 (O&MN,N)	1.0	LO		
9004	D318	Base Year - ODCs in support of CLIN 7004 (PMC)	1.0	LO		
9005	D318	Base Year - ODCs in support of CLIN 7005 (O&MN,N)	1.0	LO		
9007	D318	Base Year - ODCs in support of CLIN 7007 (PMC)	1.0	LO		
900701	D318	ACRN: AB Funding Doc: M9545018RC84866 Funds Expire: 9/30/2020 Cost Code: 8RC848661110 NWA: 100001388602-SEAP (PMC)				
900702	D318	PR 1300766994 ACRN AD Cost Code 9RC745211110 Funding Doc M9545019RC74521 Funding Expires 09-30-2019 NWA 100001447061 3102 (PMC)				
9008	D318	Base Year - ODCs in support of CLIN 7008 (O&MN,N)	1.0	LO		
900801	D318	ACRN: AC Funding Doc: M9545018RCAX109 Funds Expire: 9/30/2018 Cost Code: 8RCAX10911PR NWA: 100001388601-JLTV (O&MN,N)				
9010	D318	Base Year - ODC in support of CLIN 7010 (PMC)	1.0	LO		
9011	D318	Base Year - ODC in support of CLIN 7011 (O&MN,N)	1.0	LO		
9101	D318	Option Year 1 - ODC in support of CLIN 7101 (PMC)	1.0	LO		
910101	D318	ACRN AA: FOR ODCs PR: 1300793265 COST CODE: 8RC84852111R FUNDING DOCUMENT: M9545018RC84852 NWA/BS#S: 100001386014-EP22 (PMC)				
9102	D318	Option Year 1 - ODC in support of CLIN 7102 (O&MN,N)	1.0	LO		
9104	D318	Option Year 1 - ODC in support of CLIN 7104 (PMC)	1.0	LO		
9105	D318	Option Year 1 - ODC in support of CLIN 7105 (O&MN,N)	1.0	LO		
9107	D318	Option Year 1 - ODC in support of CLIN 7107 (PMC)	1.0	LO		
910701	D318	ACRN AF: FOR ODCs PR: 1300793265 COST CODE: 9RC947671110 FUNDING DOCUMENT: M9545019RC94767 NWA/BS#S: 100001496125 PMC1 (PMC)				
9108	D318	Option Year 1 - ODC in support of CLIN 7108 (O&MN,N)	1.0	LO		
910801	D318	ACRN: AJ PR: 1300798994 COST CODE: 9RCAX11011PR FUNDING DOCUMENT: M9545019RCAX110 NWA/BS#S: 100001497732 OMC2 10 U.S.C 2410 (a) authority - The duration of this ACRN cannot exceed 12 Months, 30 September 2019 (O&MN,N)				
9110	D318	Option Year 1 - ODC in support of CLIN 7110 (PMC)	1.0	LO	\$1.00)

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Item	PSC	Supplies/Services	Qty	Unit Est. Cost
9111	D318	Option Year 1 - ODC in support of CLIN 7111 (O&MN,N)	1.0	LO
9201	D318	Option Year 2 - ODC in support of CLIN 7201 (PMC)	1.0	LO
		Option		
9202	D318	Option Year 2 - ODC in support of CLIN 7202 (O&MN,N)	1.0	LO
		Option		
9204	D318	Option Year 2 - ODC in support of CLIN 7204 (PMC)	1.0	LO
		Option		
9205	D318	Option Year 2 - ODC in support of CLIN 7205 (O&MN,N)	1.0	LO
		Option		
9207	D318	Option Year 2 - ODC in support of CLIN 7207 (PMC)	1.0	LO
		Option		
9208	D318	Option Year 2 - ODC in support of CLIN 7208 (O&MN,N)	1.0	LO
		Option		
9210	D318	Option Year 2 - ODC in support of CLIN 7210 (PMC)	1.0	LO
		Option		
9211	D318	Option Year 2 - ODC in support of CLIN 7211 (O&MN,N)	1.0	LO
0001	-210	Option	1 0	
9301	D318	Option Year 3 - ODC in support of CLIN 7301 (PMC)	1.0	LO
9302	ה210	Option Option Voor 2 ODG in support of GLIN 7202 (OSMN N)	1.0	10
9302	D310	Option Year 3 - ODC in support of CLIN 7302 (O&MN,N) Option	1.0	LO
9304	מ18ת	Option Year 3 - ODC in support of CLIN 7304 (PMC)	1.0	T ₁ O
J 3 0 1	2310	Option	1.0	
9305	D318	Option Year 3 - ODC in support of CLIN 7305 (O&MN,N)	1.0	LO
		Option		
9307	D318	Option Year 3 - ODC in support of CLIN 7307 (PMC)	1.0	LO
		Option		
9308	D318	Option Year 3 - ODCs in support of CLIN 7308 (O&MN,N)	1.0	LO
		Option		
9310	D318	Option Year 3 - ODC in support of CLIN 7310 (PMC)	1.0	LO
		Option		
9311	D318	Option Year 3 - ODC in support of CLIN 7311 (O&MN,N)	1.0	LO
		Option		
9401	D318	Option Year 4 - ODC in support of CLIN 7401 (PMC)	1.0	LO
		Option		
9402	D318	Option Year 4 - ODC in support of CLIN 7402 (O&MN,N)	1.0	LO

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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
		Option				
9404	D318	Option Year 4 - ODC in support of CLIN 7404 (PMC)	1.0	LO		
		Option				
9405	D318	Option Year 4 - ODC in support of CLIN 7405 (O&MN,N)	1.0	LO		
		Option				
9407	D318	Option Year 4 - ODC in support of CLIN 7407 (PMC)	1.0	LO		
		Option				
9408	D318	Option Year 4 - ODC in support of CLIN 7408 (O&MN,N)	1.0	LO		
		Option				
9410	D318	Option Year 4 - ODC in support of CLIN 7410 (PMC)	1.0	LO		
		Option				
9411	D318	Option Year 4 - ODC in support of CLIN 7411 (O&MN,N)	1.0	LO		
		Option				

ADDITIONAL SLINS

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

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

- (a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, base fee" in cost-plus award fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.
- (b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified in the table below per man-hour performed and invoiced.

Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

			Fee per Direct
Year	Fixed Fee	Hours	Labor Hour
Base			
Option Year 1			
Option Year 2			
Option Year 3			
Option Year 4			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C - DESCRIPTION/SPECS/WORK STATEMENT

SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

Work under this performance-based contract will be performed in accordance with the following description/specifications/statement of work (SOW) which herein will be referred to as Performance Work Statement (PWS):

SHORT TITLE: Engineering and Logistics Support for the United States Marine Corps (USMC) Communications Systems

1.0 PURPOSE

1.1 BACKGROUND

Space and Naval Warfare (SPAWAR) Systems Center (SSC) Atlantic's USMC Communications Systems (UCS) Integrated Product Team (IPT) is tasked by Marine Corps Systems Command (MCSC) to provide engineering and logistics support to the Portfolio Manager of Command Element Systems, the Program Manager of Communications Systems, and the Tactical Networking, Satellite Communications, Terrestrial High Capacity Communications, Ground Radios, and Expeditionary Communications Teams.

Historically, the UCS IPT has provided support to the following systems: Combat (Tactical) Data Network (CDN) Data Distribution System – Modular (DDS-M), Digital Technical Control (DTC), Tactical Voice Switching System (TVSS), Very Small Aperture Terminal (VSAT), Sensitive Compartmentalized Information (SCI) Communications, Enhanced Position Location Reporting System (EPLRS), Tactical Radio Manager (TRM), Single Channel Ground and Airborne Radio System (SINCGARS), High Frequency Radio (HFR), Multiband Radio II (MBR II), Terrestrial Wideband Transmission Systems (TWTS), Wireless Point-to-Point Link Version D (WPPL-D), Next Generation Troposcatter (NGT), AN/MRC-142B, AN/MRC-142C, AN/MRC-145B, AN/VRC-114(V)1, AN/VRC-114(V)2, AN/TRC-170, AN/PRC-117G(V)2, and AN/VRC-110.

1.2 SCOPE

This PWS covers engineering, logistics, and technical support to SPAWARSYSCEN Atlantic UCS IPT. The related systems are comprised of Tactical, Satellite, Terrestrial, and Ground Communications equipment with hardware and software elements. This support encompasses sustainment of these systems through the development and implementation of Engineering Change Proposals (ECPs) through systems engineering, integration, testing, configuration management, quality control, logistics, and fielding support.

This TO is funded with multiple appropriations as delineated on specified contract line item numbers (CLINs). The TO period of performance is for one (1) base year and four (4) option years. Note: The applicable PWS task(s) associated with each funding CLIN is outlined in Section B and Section G of the RFP.

Work will not be performed in Afghanistan.

2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

The contractor shall ensure all work accomplished on task utilizes the best commercial practices and current acceptable industry standards. In accordance with Defense Acquisition Policy changes, maximum utilization of non-government standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited.

2.1 REQUIRED DOCUMENTS

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.204-9202 CONTRACTOR PICTURE BADGE (JUL 2013)

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

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

In performing this task order, 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.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be (inclusive of base and option years) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.total man-hours of direct labor, including
- (b) Of the total man-hours of direct labor set forth above, it is estimated that **Zero** (0) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this task order.

- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.
- (d) The level of effort for this task order shall be expended at an average rate of approximately **2,508** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.
- (e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated

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cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

- (f) The Task Order Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

- or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.
- (h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.
- (i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.
- (j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan. *

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(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (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

^{*} The Contracting Officer referred to, in paragraph (j), is the Task Order Contracting Officer.

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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.

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)--ALTERNATE II (SEP 2001)

- (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.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(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;

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- (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.

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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: 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). Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate

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

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 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. Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work.

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: 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. Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an

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

EXAMPLE 5: 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). Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35

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: 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). Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20

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.

5252.232-9104 ALLOTMENTOF FUNDS (JAN 2008)

a. This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

Year	Total CPFF	Funded	Unfunded	Period of Performance
Base Year				18 July 2018 - 17 July 2019
Option 1				18 July 2019 - 17 July 2020
Total				

- b. The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.
- c. CLINs _____are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).
- d. The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

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(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.

5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (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,"

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"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.
- (g) 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.

5252.242-9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS) (NAVAIR) (FEB 2009)

- (a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (Class Deviation 2013-O0018). The frequency and type of CPARS reports (initial, intermediate, final, out-of- cycle, and addendum) shall be as required in the CPARS Policy Guide that is available at https://www.cpars.gov/cparsfiles/pdfs/CPARS-Guidance.pdf.
- (b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [X] or total contract/agreement basis [].

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SECTION I CONTRACT CLAUSES

52.219-6 Notice of Total Small Business Set-Aside

Nov 2011

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)

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

52.222-42 -- Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage Fringe Benefits
Word Processor II (01612)	\$17.40
Word Processor III (01613)	\$19.47
Material Expediter (21040)	\$21.84
Warehouse Specialist (21410)	\$18.06
Drafter/CAD Operator III (30063)	\$20.60
Drafter/CAD Operator IV (30064)	\$25.34
Electronics Technician Maintenance II (23182)	\$26.43

52.244-2 -- Subcontracts. (Oct 2010) *Alternate I (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

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with paragraph (c) or (d) of this clause.

- (c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-
- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—
- (i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
- (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.
- (d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontract that was not initially proposed when adding (i) any cost-reimbursement, time-and-materials, or labor-hour type subcontract, or (ii) any fixed-price subcontract that exceeds either the greater of the simplified acquisition threshold (SAT) or 5% of the total estimated cost of this contract.

- (e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:
- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason certified cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

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

Alexandria, Inc. Cyber Offset Alliance, LLC ManTech Advanced Systems International, Inc.

(End of Clause)

252.246-7006 WARRANTY TRACKING OF SERIALIZED ITEMS (MAR 2016)

(a) Definitions. As used in this clause—

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- "Duration" means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.
- "Enterprise" means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items.
- "Enterprise identifier" means a code that is uniquely assigned to an enterprise by an issuing agency.
- "First use" means the initial or first-time use of a product by the Government.
- "Fixed expiration" means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.
- "Installation" means the date a unit is inserted into a higher level assembly in order to make that assembly operational.
- "Issuing agency" means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for International Standards Organization/International Electrotechnical Commission, located at http://www.aimglobal.org/?Reg_Authority15459.
- "Item type" means a coded representation of the description of the item being warranted, consisting of the codes C component procured separate from end item, S subassembly procured separate from end item or subassembly,
- E embedded in component, subassembly or end item parent, and P parent end item.
- "Starting event" means the event or action that initiates the warranty, such as first use or upon installation.
- "Serialized item" means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.
- "Unique item identifier" means a set of data elements marked on an item that is globally unique and unambiguous. "Usage" means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles.
- "Warranty administrator" means the organization specified by the guarantor for managing the warranty.
- "Warranty guarantor" means the enterprise that provides the warranty under the terms and conditions of a contract.
- "Warranty repair source" means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.
- "Warranty tracking" means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.
- (b) Reporting of data for warranty tracking and administration.
- (1) The Contractor shall provide the information required by the attachment entitled "Warranty Tracking Information" on each contract line item number, subline item number, or exhibit line item number for warranted items no later than the time of award. Information required in the warranty attachment shall include such information as duration, fixed expiration, item type, starting event, usage, warranty administrator enterprise identifier, and warranty guarantor enterprise identifier.
- (2) The Contractor shall provide the following information no later than when the warranted items are presented for receipt and/or acceptance—
- (A) The unique item identifier for each warranted item required by the attachment entitled "Warranty Tracking Information;" and
- (B) The warranty repair source information and instructions for each warranted item required by the attachment entitled "Source of Repair Instructions."
- (3) The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the

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requiring activity and the Contracting Officer Representative.

- (4) For additional information on warranty attachments, see the "Warranty and Source of Repair" training and "Warranty and Source of Repair Tracking User Guide" accessible on the Product Data Reporting and Evaluation Program (PDREP) website at https://www.pdrep.csd.disa.mil/pdrep_files/other/wsr.htm.
- (c) *Reservation of rights*. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

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SECTION J LIST OF ATTACHMENTS

Exhibit A: Contract Data Requirements List

Attachment 1: QASP

Attachment 2: GFP

Attachment 3: Wage Determination 15-4427 (Rev 8)

Attachment 4: DD254