

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   22	
2. CONTRACT (Proc. Inst. Ident.) NO. <b>H9222214C0026P00012</b>		3. EFFECTIVE DATE <b>14 Aug 2014</b>		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE			
5. ISSUED BY HQ USSOCOM SORDAC-K ATTN: JONATHAN KATZ 7701 TAMPA POINT BLVD MAC DILL AFB FL 33621		CODE <b>H92222</b>		6. ADMINISTERED BY (If other than Item 5) DCMA SYRACUSE 615 ERIE BLVD. WEST SYRACUSE NY 13204-2408		CODE <b>S3306A</b>  <b>SCD: B</b>	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) MASTODON DESIGN LLC (b)(6) 176 ANDERSON RD (b)(7)(F) ROCHESTER NY 14607-1196				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
CODE <b>6ZZG2</b>		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER NORTH ENTITLEMENT OPERATIONS P.O. BOX 182266 COLUMBUS OH 43218-2266			
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE		CODE <b>HQ0337</b>			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$6,769,577.62</b>	
<b>16. TABLE OF CONTENTS</b>							
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>							
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] AWARD (Contractor is not required to sign this document) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER PHILLIP J SABO / CONTRACTING OFFICER TEL: 813-826-6969 EMAIL: phillip.sabo@socom.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA (b)(3) (10 U.S.C. § 130b), (b)(6)		20C. DATE SIGNED <b>14-Aug-2014</b>	
BY _____ (Signature of person authorized to sign)		_____ (Signature of Contracting Officer)					

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	KRAKEN CPFF The contractor shall develop and deliver the Kraken, a scalable SIGINT man-pack system. Effort includes the development and delivery of two prototype systems with capability enhancements and demonstrations in accordance with the Statement of Work, Section C.  This effort also includes contractor support for Developmental and Operational Testing to be conducted between June 1, 2017 and September 1, 2017 per PM JTWS guidance.  FOB: Destination PURCHASE REQUEST NUMBER: F2VUQ04168A001 PSC CD: AC64	1	Lot		\$6,769,577.62
				ESTIMATED COST	\$6,327,153.88
				FIXED FEE	\$442,423.74
				TOTAL EST COST + FEE	\$6,769,577.62
000101	Funding for CLIN 0001 CPFF \$1,572,770.00 PURCHASE REQUEST NUMBER: F2VUQ04168A001				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AA CIN: F2VUQ04168A0010000AA				\$1,572,770.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Funding for CLIN 0001 CPFF \$1,250,000.00 PURCHASE REQUEST NUMBER: F2VUQ04168A001				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: F2VUQ04168A0010000AB				\$1,250,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Funding for CLIN 0001 CPFF \$1,421,388.09 PURCHASE REQUEST NUMBER: F2VUQ05356AW01				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AC CIN: 000000000000001132241				\$1,421,388.09

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Funding for CLIN 0001 CPFF \$180,624.91 PURCHASE REQUEST NUMBER: F2VUQ05356AW01				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AD CIN: 000000000000001132242				\$180,624.91

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	Funding for CLIN 0001 CPFF \$894,082.52 PURCHASE REQUEST NUMBER: F2VUQ06103AW01				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AE CIN: 000000000000000000001472686				\$894,082.52

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	Funding for CLIN 0001 CPFF \$203,528.70 PURCHASE REQUEST NUMBER: F2VUQ06242AW01				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AD CIN: 000000000000000000001945928				\$203,528.70

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000107	Funding for CLIN 0001 CPFF \$85,193.40 PURCHASE REQUEST NUMBER: F2VUQ07150AW01				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AF CIN: 000000000000000000002615046				\$85,193.40



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000108	Funding for CLIN 0001 CPFF Mastadon Tech Insertion - Increment I - ELIN A002 - Mode 2 (NXDN)WBS: JTWSXXXXXXXXX.SEG PURCHASE REQUEST NUMBER: F2VUQ08060AW02				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
				TOTAL EST COST + FEE	\$0.00
	ACRN AG				\$187,608.13
	CIN: 0000000000000000003398158				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000109	Funding for CLIN 0001 CPFF Mastadon Tech Insertion - Increment I - ELIN A001 - Mode 0 (NXDN)WBS: JTWSXXXXXXXXX.SEG PURCHASE REQUEST NUMBER: F2VUQ08060AW02				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
				TOTAL EST COST + FEE	\$0.00
	ACRN AG				\$197,391.87
	CIN: 0000000000000000003398157				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000110	Funding for CLIN 0001 CPFF Mastadon Tech Insertion - Increment II WBS: JTWSXXXXXXXXX.SEGRequirements Description- Mastadon Tech Insertion - Increment II WBS: JTWSXXXXXXXXX.SEG PURCHASE REQUEST NUMBER: F2VUQ08136AW02				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
					<hr/>
					\$0.00
				TOTAL EST COST + FEE	
	ACRN AG				\$776,990.00
	CIN: 00000000000003605190				

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

5652.247-9000 Packaging & Marking - F.O.B. Destination (1998)

The shipping, address, contract number, device number, and any other "MARK FOR" information shall be clearly marked on the outside of all packages shipped under this contract. Information shall be easily identified without opening the package. This information shall also be included on the inside of all packages.

(end of clause)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
000106	N/A	N/A	N/A	N/A
000107	N/A	N/A	N/A	N/A
000108	N/A	N/A	N/A	N/A
000109	N/A	N/A	N/A	N/A
000110	N/A	N/A	N/A	N/A

## CLAUSES INCORPORATED BY REFERENCE

52.246-8

Inspection Of Research And Development Cost  
Reimbursement

MAY 2001

## CLAUSES INCORPORATED BY FULL TEXT

5652.216-9000 Fixed Fee Information (2003)

Subject to the requirements of FAR 52.216-8 and all other withholding requirements of this contract, the fixed fee stated in Section B shall be paid to the contractor at the same percentage rate as the percentage of incurred and allowable costs proportionate to the total estimated cost.

(end of clause)



## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	31-OCT-2019	1	SOFSA (b)(3) (10 U.S.C. § 130b), (b)(6) 5749 BRIAR HILL ROAD (b)(7)(F) LEXINGTON KY 40516-9723 (b)(3) (10 U.S.C. § 130b), (b)(6) FOB: Destination	H92261
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
000106	N/A	N/A	N/A	N/A
000107	N/A	N/A	N/A	N/A
000108	N/A	N/A	N/A	N/A
000109	N/A	N/A	N/A	N/A
000110	N/A	N/A	N/A	N/A

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 9740400.56SF SE4 52S3 24BN3A 000000 82100 076405 667100 F67100  
AMOUNT: \$1,572,770.00

AB: 9740400.11SF SK4 52S3 S03121 000000 82100 63121D 667100 F67100  
AMOUNT: \$1,250,000.00

AC: 9750400.56SF SE5 52S3 13063A016405 N 82100 016405 387700 F87700  
AMOUNT: \$1,421,388.09

AD: 9750400.56SF SE5 52S3 24BN3A016405 N 82100 016405 387700 F87700  
AMOUNT: \$384,153.61

AE: 9760400.56SF SE6 52S3 13063A016405 N 82100 016405 387700 F87700  
AMOUNT: \$894,082.52

AF: 9770400.56SF SE7 52S3 13063A016405 N 80202 016405 387700 F87700  
AMOUNT: \$85,193.40

AG: 9780400.56SF SE8 52S3 13063A016405 N 82100 016405 387700 F87700  
AMOUNT: \$1,161,990.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	000101	F2VUQ04168A0010000AA	\$1,572,770.00
AB	000102	F2VUQ04168A0010000AB	\$1,250,000.00
AC	000103	00000000000001132241	\$1,421,388.09
AD	000104	00000000000001132242	\$180,624.91
	000106	000000000000000001945928	\$203,528.70
AE	000105	000000000000000001472686	\$894,082.52
AF	000107	00000000000002615046	\$85,193.40
AG	000108	000000000000000003398158	\$187,608.13
	000109	000000000000000003398157	\$197,391.87
	000110	00000000000003605190	\$776,990.00

## CLAUSES INCORPORATED BY REFERENCE

252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

## CLAUSES INCORPORATED BY FULL TEXT

5652.232-9004 Distribution of Vouchers/Invoices (2009)

(a) The contractor shall forward vouchers/invoices electronically to the addresses below in a simultaneous mailing.

(1) The cognizant DCAA office: [dcaa-fao1271@dcaa.mil](mailto:dcaa-fao1271@dcaa.mil)

(2) (b)(3) (10 U.S.C. § 130b). (b)(6)

(3) The Contracting Officer (KO): [richard.baumgartner@socom.mil](mailto:richard.baumgartner@socom.mil)

(b) Contract Completion voucher shall be submitted to:

- (1) Insert to DCAA: Please forward final invoice to the ACO, COR, and KO.
- (2) ACO: DCMA Syracuse, 615 ERIE BLVD., WEST, SUITE 300 SYRACUSE, NY 13204-2408
- (3) (b)(3) (10 U.S.C. § 130b), (b)(6) 7701 Tampa Point Blvd., MacDill AFB, FL 33621.
- (4) KO: Richard Baumgartner, SOF AT&L-KI, 7701 Tampa Point Blvd., MacDill AFB, FL 33621.

(c) Transmission of multiple copies of vouchers/invoices to one electronic address is not required when electronic submission of vouchers/invoices is required by the contract.

End of clause

#### WAWF INSTRUCTIONS

##### **Wide Area Workflow (WAWF) – Electronic Receiving Report and Invoicing Instructions**

1. In accordance with DFARS 232.70 and SFARS 5632.7002, use of electronic payment requests is mandatory. WAWF will speed up payment processing time and allow you to monitor payment status online. There are no fees associated with the use of WAWF. For more information, go to <http://wawf.eb.mil>.
2. The accounts payable address can be found on the SF26. You can easily access payment information using the DFAS web site at <http://www.dod.mil/dfas/contractorpay.html>.
3. The following codes will be required to route your receiving reports, invoices, vouchers and additional e-mail to correctly process through the WAWF system.

<b>Document: COST VOUCHER</b>	
<b>Applicable To: Cost Type CLIN (Cost)</b>	
Vendor CAGE Code	6ZZG2
Pay Office DoDAAC	HQ0337
Issue By DoDAAC	H92222
Admin By DoDAAC	S3306A
DCAA Auditor DoDAAC	HAA540
Service Approver DoDAAC * (ACO DoDAAC if this contract is managed by DCMA)	S3306A

##### **E-Mail Point of Contact Listing (maximize use of group e-mail accounts):**

DCMA/Admin Office	<a href="mailto:SYRACUSE_CAS_POC@DCMA.MIL">SYRACUSE_CAS_POC@DCMA.MIL</a>
DCAA/Auditor Office	<a href="mailto:dcaa-fao1271@dcaa.mil">dcaa-fao1271@dcaa.mil</a>
Contracting Officer	<a href="mailto:richard.baumgartner@socom.mil">richard.baumgartner@socom.mil</a>
Service Acceptor	(b)(3) (10 U.S.C. § 130b), (b)(6)

Section H - Special Contract Requirements

ANECHOIC CHAMBER

Allowable Cost - Anechoic Chamber Use

Contractor agrees that the allowable cost to be billed to the Government for use of the anechoic chamber will not exceed \$156,000.



## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-2	Privacy Act	APR 1984

52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1 Alt I	Authorization And Consent (Dec 2007) - Alternate I	APR 1984
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	MAY 2012
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2012
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.234-1	Industrial Resources Developed Under Defense Production Act Title III	DEC 1994
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7006	Billing Instructions	OCT 2005
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.215-7002	Cost Estimating System Requirements	DEC 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.227-7021	Rights In Data--Existing Works	MAR 1979
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995

252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7038	Patent Rights--Ownership by the Contractor (Large Business)	JUN 2012
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7011	Payments in Support of Emergencies and Contingency Operations	MAY 2013
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7011	Final Scientific or Technical Report	NOV 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	MAY 2011
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.249-7002	Notification of Anticipated Contract Termination or Reduction	OCT 2010

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

(End of clause)

##### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any [Defense Federal Acquisition Regulation Supplement](#) (48 CFR [Chapter 2](#)) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

##### 252.235-7010 Acknowledgment of Support and Disclaimer. (MAY 1995)

(a) The Contractor shall include an acknowledgment of the Government's support in the publication of any material based on or developed under this contract, stated in the following terms: This material is based upon work supported



by the **HQ USSOCOM, SOF AT&L-KI under Contract No. H92222-14-C-0026.**

(b) All material, except scientific articles or papers published in scientific journals, must, in addition to any notices or disclaimers by the Contractor, also contain the following disclaimer: Any opinions, findings and conclusions or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the **HQ USSOCOM, SOF AT&L-KI.**

(End of clause)

#### 5652.201-9001 Technical Representative (2005)

(a) The Contracting Officer may appoint one or more Government employees as a technical representative to assist the Contracting Officer with scientific engineering or field of discipline matters directly related to the contract. The technical representative is not authorized to act on behalf of the Contracting Officer or to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(b) The appointments will be in writing, signed by the Contracting Officer.

(end of clause)

#### 5652.201-9002 Authorized Changes Only by Contracting Officer (2005)

The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as part of this contract. Except as specified herein, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause in Section I. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in cost incurred as a result thereof. The address and telephone number of the Contracting Officer is:

Richard Baumgartner, SOF AT&L-KI Contracting Officer  
HQ USSOCOM  
7701 Tampa Point Blvd.,  
MacDill AFB 33621

EMAIL: [richard.baumgartner@socom.mil](mailto:richard.baumgartner@socom.mil)

PHONE: 813-826-7062

(end of clause)

#### 5652.204-9002 Instructions for the Use of Electronic Contracts (2007) Section I

In accordance with DoD policy, this solicitation and the resulting contract will be executed and documented through electronic means. As a result, the use of the terms "documented," "copy," "printed," "in writing," or "written" within this document shall refer to all electronically transmitted documents that will become part of the electronic contract



file and an official government record. Any reference to official signatures and signed documents shall refer to electronic signatures. Whenever an electronic signature is used it shall have the full force and effect as a handwritten signature.

End of Clause

#### 5652.204-9003 Disclosure of Unclassified Information (2013)

(a) On September 21, 2001, the Department of Defense designated Headquarters US Special Operations Command (USSOCOM) a sensitive unit, as defined by Title 10 United States Code (USC) Section 130b (10 USC 130b). In keeping with this designation, unclassified information related to USSOCOM military technology acquisitions managed by USSOCOM or any of its component commands, will be designated Controlled Unclassified Information (CUI). As such, the contractor hereby unequivocally agrees that it shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document, contractor's external website, newspaper, magazine, journal, corporate annual report, etc.), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval. Furthermore, any release of information which associates USSOCOM, Special Operation Forces (SOF), or any component command with an acquisition program, contractor, or this contract is prohibited unless specifically authorized by USSOCOM.

(b) Request for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The contractor shall submit the request to the Contracting Officer at least 45 days before the propose date for release for approval. No release of any restricted information shall be made without specific written authorization by the Contracting Office.

(c) The protection of sensitive but unclassified data reflecting Special Operations technologies, personnel, plans, and business associations requires due diligence on the part of those in possession of such information. The application of appropriate security measures to ensure the safekeeping of USSOCOM and company proprietary data, intellectual property, and personnel data is the responsibility of all parties who have access to such information. All contractors supporting USSOCOM are required to inform the Contracting Officer within three business days of when there has been a breach or successful penetration of the contractor's network(s) or information system(s). Breaches include unauthorized intrusions of the contractor's server(s) from external parties whether through introduction of malware, hacking, the compromise of access passwords, or any other unauthorized access or compromise. Breaches also include the physical loss of storage media such as disks, hard drives, thumb drives, laptops or other devices which contain duplicates of information contained on the contractor's data systems, or the willful or accidental transmission, copying or posting of contract information which has not been specifically authorized by the Contracting Officer. Estimates of damage and mitigation strategies will be submitted to the Contracting Officer within a period following the breach specified and agreed upon by the Contractor and the Contracting Officer.

(d) The Contractor shall include a similar requirement to this clause in each subcontract under this contract. Subcontractors shall submit request for authorization to release and notifications related to cyber security breaches through the prime contractor to the Contracting Officer.

(e) The Contractor further understands that Title 18 USC Section 701 specifically prohibits the use of the USSOCOM emblem or logo in any medium (e.g., corporate website, marketing brochure, news paper, magazine, etc.) unless authorized in writing by USSOCOM. Forward any request to use the USSOCOM emblem or logo through the Contracting Officer.

(end of clause)

## 5652.204-9004 Foreign Persons (2006)

In accordance with restrictions required by Executive Order 12470, the Arms Export Control Act (Title 22, USC) (Sec 275), the International Traffic in Arms Regulation (ITAR), or DoD Directive 5230.25, Withholding of Unclassified Technical Data from Public Disclosure, no foreign persons will be permitted to work on a contract without notifying the Contracting Officer. Provide the following information for all foreign persons who will be working on the contract (or "X" here if there are no such individuals: \_\_\_\_):

- 1) Full Name:
- 2) Date of Birth:
- 3) Place of Birth:
- 4) Nationality:
- 5) Social Security Number:
- 6) Visa Status:
- 7) Current Address:
- 8) If a Subcontractor, Subcontractor Name and Address:
- 9) Biographic data and/or resume:

(end of clause)

## 5652.209-9003 Use of Contractor Support/Advisory Personnel as Contract Specialists (2006)

The contractor's attention is directed to the fact that contractor personnel may assist the Government in a contract administrator role for administration of this contract. Execution of this contract constitutes approval to release the contract and contractor's proposal to Government Support Contractors who have signed Non-Disclosure and Rules of Conduct/Conflict of Interest Statements.

(end of clause)

## 5652.216-9005 Government Down Time for Various Reasons (2005)

From time to time Government installations may be closed in response to an unforeseen emergency or similar occurrence, or by order of the President, Secretary of Defense, or installation commander. Designated emergencies include, but are not limited to, adverse weather such as snow or flood, an act of God such as a tornado or earthquake, acts of war or terrorism, computer failures, or a base disaster such as a natural gas leak or fire.

(a) Under such designated emergencies or other ordered base closures, contractor personnel will not be allowed on the Government installation unless specifically approved by the Contracting Officer in accordance with installation policies and procedures. If an emergency requiring installation closure occurs while contractor personnel are on the installation, contractor personnel shall promptly secure all government furnished property appropriately and evacuate in an expedient but safe manner unless otherwise directed by the Contracting Officer.

(b) If the installation closure causes a delay in the work required by the contract, the Government may:

- (i) grant a time extension in each task order delayed by the closure equal to the time of the closure, subject to the availability of funds.
- (ii) terminate the work or a portion of the work.
- (iii) reschedule the work on any day satisfactory to both parties.
- (iv) permit the contractor to perform at an off-site location during the period of installation closure if meaningful work can be accomplished. Contractor shall certify to the government by letter within 5



business days of returning to work the nature and scope of the work completed off-site. There shall be no adjustment to the contract labor rates for work performed off the installation.

(v) require that the Contractor continue on-site performance during the installation closure period in accordance with installation procedures.

(end of clause)

#### 5652.231-9001 Allowable Travel Costs (2005)

(a) Pursuant to Public Law 99-234, reasonable and allowable Contractor costs for transportation associated with the performance of this contract may be reimbursed upon mileage, rates, actual costs, or a combination thereof, lodging, meals and incidental expenses may be based upon per diem, actual expense, or a combination therefore, provided that the method used results in a reasonable charge. The cost above shall be determined reasonable and allowable to the extent that they do not exceed, on a daily basis, the maximum per diem rate in effect at the time of travel as set forth in:

(1) Federal Travel Regulations, 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, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 906-010-000000-1; or at [http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA\\_BASIC](http://www.gsa.gov/Portal/gsa/ep/contentView.do?P=MTT&contentId=13265&contentType=GSA_BASIC) in electronic format.

(2) Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowance for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in (a)(1) of this clause, available on a subscription basis from the Superintendent of Documents, U.S. Government Printing Office, Washington DC 20402, Stock No. 744-008-000000-0; or at <http://www.state.gov/m/a/als/prdm/2002/9892.htm> in electronic format

(b) Cited Federal Regulations are not incorporated in their entirety. Only sections defining lodging, meals and incidental expenses and those sections dealing with special or unusual situations and setting forth maximum per diem rates are incorporated herein.

(end of clause)

#### 5652.237-9000 Contractor Personnel Changes (1998)

(a) The contractor shall have the right to remove his personnel assigned to perform the tasks hereunder and to substitute other qualified personnel provided that the Contracting Officer is notified of such removal and replacement. The contractor shall notify the Contracting Officer prior to such change, giving the new employee's name, security clearance and technical qualifications.

(b) Any removals or replacements for the convenience of the contractor shall be at no additional cost to the Government. Cost to be borne by the contractor include but are not limited to time of travel, travel and training costs for replacement personnel.

(c) Removals or replacements of contractor personnel shall be considered for the convenience of the contractor except when such removal is for:

- (1) employees removed as a result of cancellation or completion of the contract,
- (2) employees replaced due to death or incapacitating illness or injury,
- (3) or employees removed or replaced at the Government's request.

(d) If any employee removes him/herself from the employ of the contractor, such removal will be at no additional cost to the Government.

(end of clause)

5652.239-9000 Privacy or Security Safeguards. (2000)

(a) The details of any privacy or security safeguards that may be revealed to the contractor by the Government in the course of performance under this contract shall not be published or disclosed in any manner without the Contracting Officer's express written consent.

(b) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and data bases for the purpose of carrying out a program of inspection to ensure continued efficacy and efficiency of safeguards against threats and hazards to data security, integrity, and confidentiality.

(c) If either the Government or the contractor discovers new or unanticipated threats or hazards, or if existing safeguards have ceased to function, then a mutual agreement shall then be reached on the changes or corrections to existing safeguards or institution of new safeguards, with final determination of appropriateness to be determined by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, unless the ineffectiveness of existing safeguards is due to the fault of the contractor in which case the Government is not liable for any equitable adjustment.

(d) The Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from the discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(e) The contractor agrees to incorporate this clause in all subcontracts at all tiers.

(end of clause)

**5652.242-9001 Defense Contract Management Agency (DCMA) (2010) Section K**

Components of the Department of Defense perform contract administration services providing assistance to contractors and Government agencies in accomplishing most administrative functions required under a contract. The following office may be involved. The offeror shall insert the address of the cognizant office or state "unknown" below:

DCMA SYRACUSE

Phone Number (b)(6)

Fax Number: 315-423-8960

E-Mail: SYRACUSE\_CAS\_POC@DCMA.MIL

Address: 615 ERIE BLVD., WEST

(b)(7)(F)

SYRACUSE, NY 13204-2408



5652.252-9000 Notice of Incorporation of Section K (1998)

Section K, Certifications and Representations, of the solicitation will not be distributed with the contract; however, Section K is hereby incorporated by reference.

(end of clause)

## Section J - List of Documents, Exhibits and Other Attachments

ADDITIONAL ATTACHMENT

Attachment 4: GFP Attachment (from WAWF Module)

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLS A001-A005	5	21-JUL-2014
Attachment 1	Technical Data Rights Provision	3	09-JUL-2014
Attachment 2	Contract Security Classification Specification (DD-254)	7	21-JUN-2018
Attachment 3	Statement of Work	10	26-JUN-2018