

SOLICITATION OFFER AND AWARD

THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 7900) RATING OF PAGES
 rAE 46

2. CONTRACT NUMBER HC1047-14-C-4018	3 SOLICITATION NUMBER HC1047-13-R-4038	4 TYPE OF SOLICITATION D SEALED BIO (IFB) NEGOTIATED (RFP)	5 DATE ISSUED 08/20/2013	6 REQUISITION PURCHASE NUMBER MIPR0010380999
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7 ISSUE BY CODE IHC1047 18. ADDRESS OFFER TO (If other than item 7)

DEFENSE INFORMATION SYSTEMS AGENCY
 P.O. BOX 549, FT. MEADE MD 20755

NOTE: In sealed bids solicitations "offer" and "offerer" means "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and Ref. Sec. L.4.0 copies for furnishings, supplies or services the Schedule will be received at the place specified in item 8, or if hand carried, in the depository located in Ref. Sec. L.4.4
 Unit 1500 local time 09/30/2013
 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provisions No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JONATHAN O. GRAY	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT.	C. E-MAIL ADDRESS
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. I, the undersigned, accept and agree to comply with the above, and I agree, if this offer is accepted, to deliver the goods and services specified in the schedule within the period specified in the schedule, or such other period as inserted by the offeror from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	1	0.5	0	0
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	A00001	09/20/2013	A00003	10/11/2013
	A00002	10/01/2013	A00004	05/01/2014

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
Xtera Communications Inc 500 West Bethany Drive Suite 100 Allen, Texas 75013			1 (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	D	17. CHECK IF REMITTANCE ADDRESS DIFFERENT FROM ABOVE. ENTER SUCH ADDRESS IN SCHEDULE.	18. OFFER DATE
770 331 2834			05/05/2014

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
		SEE SECTION G - ACCOUNTING AND APPROPRIATION DATA
22. AUTHORITY FOR USING OTHER THAN FULL OPEN COMPETITION: D 10 U.S.C. 2304 (c) 0 41 U.S.C. 253 (c)		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY CODE HQ0341 DFAS-JAIQN/CO Special Programs Office PO BOX 369025 BLDG #21 Columbus, Ohio 43236-9025
26. NAME OF CONTRACTING OFFICER (Type or print) FRANCIS E. MCHENRY		27. [Redacted]
		28. AWARD DATE 05/15/2014

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Section B – Supplies or Services and Prices/Costs

SUPPLIES OR SERVICES AND PRICES/COSTS

The Price and Provisioning Schedule as attached is Section J is incorporated by reference into Section B.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	
0001	Firm Fixed Price (FFP) FFP Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 01 JUN 2014 – 31 DEC 2015 FOB: Destination	1	JB		
				AMT	
	ACRN: AA CIN 00000000000000000000000000000000				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Firm Fixed Price (FFP) OPTION ITEM Jointing Equipment – Land Cable This is an option item which may be exercised, in whole or in part, any time during the term of this contract in accordance with FAR Clause 52.217-5. FOB: Destination	1	LO		
				AMT	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Firm Fixed Price (FFP) OPTION ITEM Jointing Equipment – Marine Cable This is an option item which may be exercised, in whole or in part, any time during the term of this contract in accordance with FAR Clause 52.217-5. FOB: Destination	1	LO		

AMT

██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Firm Fixed Price (FFP) OPTION ITEM Test Equipment	1	LO	██████████	██████████

This is an option item which may be exercised, in whole or in part, any time during the term of this contract in accordance with FAR Clause 52.217-5.

FOB: Destination

AMT

██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Firm Fixed Price (FFP) Unit Prices OPTION ITEM Replacement Parts and Specialist Tools	1	LO	--	██████████

This is an option item which may be exercised, in whole or in part, any time during the term of this contract in accordance with FAR Clause 52.217-5.

This Line Item has a not-to-exceed ceiling of ██████████ for which the Government may use to order replacement parts.

FOB: Destination

AMT

██████████

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Firm Fixed Price (FFP) OPTION ITEM Lab Test Bed	1	LO	██████████	██████████

This is an option item which may be exercised, in whole or in part, any time during the term of this contract in accordance with FAR Clause 52.217-5.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1007	Firm Fixed Price (FFP) OPTION ITEM Software Upgrade Subscription – Option Year 1	1	YR	■	■

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing immediately after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1008	Firm Fixed Price (FFP) OPTION ITEM Second Level Technical Assistance – Option Year 1	1	YR	■	■

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J.

The Period of Performance is 12 months commencing immediately after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1009	Firm Fixed Price (FFP) OPTION ITEM Engineering Support – Option Year 1	1	YR	■	■

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing immediately after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2007	Firm Fixed Price (FFP) OPTION ITEM Software Upgrade Subscription – Option Year 2	1	YR	■	■

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing one year after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2008	Firm Fixed Price (FFP) OPTION ITEM Second Level Technical Assistance – Option Year 2	1	YR	■	■

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing one year after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2009	Firm Fixed Price (FFP) OPTION ITEM Engineering Support – Option Year 2	1	YR	■	■

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing one year after Final System Acceptance.

FOB: Destination

AMT

██████████

ITEM NO	SUPPLIES/SERVICES	QUA NTITY	UNIT	UNIT PRICE	AMOUNT
3007		1	YR		██████████

Firm Fixed Price (FFP)
 OPTION ITEM
 Software Upgrade Subscription – Option Year 3

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing two years after Final SystemAcceptance.

FOB: Destination

AMT

██████████

ITEM NO	SUPPLIES/SERVICES	QUA NTITY	UNIT	UNIT PRICE	AMOUNT
3008		1	YR		██████████

Firm Fixed Price (FFP)
 OPTION ITEM
 Second Level Technical Assistance – Option Year 3

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing two years after Final SystemAcceptance.

FOB: Destination

AMT

██████████

ITEM NO	SUPPLIES/SERVICES	QUA NTITY	UNIT	UNIT PRICE	AMOUNT
3009		1	YR		██████████

Firm Fixed Price (FFP)
 OPTION ITEM
 Engineering Support – Option Year 3

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing two years after Final SystemAcceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4007		1	YR		

Firm Fixed Price (FFP)
OPTION ITEM
Software Upgrade Subscription – Option Year 4

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing three years after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4008		1	YR		

Firm Fixed Price (FFP)
OPTION ITEM
Second Level Technical Assistance – Option Year 4

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing three years after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4009		1	YR		

Firm Fixed Price (FFP)
OPTION ITEM
Engineering Support – Option Year 4

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing three years after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5007	Firm Fixed Price (FFP) OPTION ITEM Software Upgrade Subscription – Option Year 5	1	YR		

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing four years after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008	Firm Fixed Price (FFP) OPTION ITEM Second Level Technical Assistance – Option Year 5	1	YR		

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing four years after Final System Acceptance.

FOB: Destination

AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5009	Firm Fixed Price (FFP) OPTION ITEM Engineering Support – Option Year 5	1	YR		

This is an option item which may be exercised pursuant to FAR Clause 52.217-9. The Contractor shall fulfill all requirements in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. The Period of Performance is 12 months commencing four years after Final System Acceptance.

FOB: Destination

AMT



Section C - Descriptions and Specifications

SOW/CDRL/QASP

C1 GENERAL DESCRIPTION OF SERVICES

All services performed under this contract shall be provided as defined within this contract and in the applicable Statement of Work and attachments identified and incorporated in Section J.

Section D - Packaging and MarkingSection D – Other Requirements**D1 PACKAGING AND MARKING OF DELIVERABLES**

- a. Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination, in accordance with the applicable security requirements.
- b. All data and correspondence submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall reference the contract number and the name of the Contract Specialist and/or COR as appropriate. A copy of all correspondence sent to the COR shall be provided to the Contracting Officer.

D2 MARKING REQUIREMENTS

- a. Distribution marking shall be in accordance with the latest edition of DOD Directive 5230.24. Technical data submitted with limited rights, restricted rights, and copyrights shall be marked in accordance with DFARS 252.227-7013.
- b. For other deliverable items, marking shall be in accordance with commercial best practices.

D3 SHIPPING INSTRUCTIONS

For those items shipped overseas through the DTS, the latest edition of DOD Regulation 4500.32-R, Military Standard Transportation and Movement Procedures (MILSTAMP), shall be followed. Chapter 5-1 of 4500.32-R further requires the contractor to follow marking requirements in MIL-STD 129. DOD Regulation 4500.32-R can be obtained as follows:

- a. Write to the Defense Logistics Agency, Attn: DLA-XPD, Alexandria VA 22304-6100 for a copy of the regulation.
- b. Contact the Defense Logistics Standards System Office at [REDACTED] to obtain the nearest agency location which maintains a current copy of the regulation.

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
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
1007	Destination	Government	Destination	Government
1008	Destination	Government	Destination	Government
1009	Destination	Government	Destination	Government
2007	Destination	Government	Destination	Government
2008	Destination	Government	Destination	Government
2009	Destination	Government	Destination	Government
3007	Destination	Government	Destination	Government
3008	Destination	Government	Destination	Government
3009	Destination	Government	Destination	Government
4007	Destination	Government	Destination	Government
4008	Destination	Government	Destination	Government
4009	Destination	Government	Destination	Government
5007	Destination	Government	Destination	Government
5008	Destination	Government	Destination	Government
5009	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

FAR REF.	CLAUSE TITLE	DATE
52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-16	Responsibility for Supplies	APR 1984

DoD FAR REF.	CLAUSE TITLE	DATE
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXTSection E - Other Requirements**E1. INSPECTION AND ACCEPTANCE
(IAW FAR 46.401(b) and 46.503)**

Final inspection and acceptance of all work, performance, reports, and other deliverables required under this contract shall be performed at place of delivery by the Contracting Officer's Representative (COR).

**E2. BASIS FOR ACCEPTANCE
(IAW FAR 46.401(b) and 46.503)**

- a. The basis for acceptance shall be compliance with the requirements set forth in Section C, Description/Specification, Work Statement, and other terms and conditions of the contract. Deliverable items rejected under the contract shall be corrected in accordance with the applicable contract clauses.
- b. The Government will require a period not to exceed 30 days after receipt of final deliverable items for inspection and acceptance or rejection unless otherwise specified in the contract.

**E3. DD FORM 1423 DATA INSPECTION AND ACCEPTANCE
(IAW FAR 46.401(b) and 46.503)**

The Inspection and Acceptance for Data items are as shown on DD Form 1423 attached hereto.

E4. TESTING (JUN 1996)

Tests performed by the contractor may be witnessed concurrently by the Government. The Contractor shall give a minimum of 14 days advance notice or the timeframe specified in the Technical Specification, whichever is longer, to the Contracting Officer's Representative prior to beginning any tests.

E5. ACCEPTANCE (JUN 1996)

Acceptance of the services is contingent upon approval of the test results and a satisfactory final inspection of the system/service. Charges will be authorized only after acceptance of the complete services by the Government.

Section F - Deliveries or Performance**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	18 months*	N/A	FOB: Destination	
0002	N/A*	N/A	FOB: Destination	
0003	N/A*	N/A	FOB: Destination	
0004	N/A*	N/A	FOB: Destination	
0005	N/A*	N/A	FOB: Destination	
0006	N/A*	N/A	FOB: Destination	
1007	N/A*	N/A	FOB: Destination	
1008	N/A*	N/A	FOB: Destination	
1009	N/A*	N/A	FOB: Destination	
2007	N/A*	N/A	FOB: Destination	
2008	N/A*	N/A	FOB: Destination	
2009	N/A*	N/A	FOB: Destination	
3007	N/A*	N/A	FOB: Destination	
3008	N/A*	N/A	FOB: Destination	
3009	N/A*	N/A	FOB: Destination	
4007	N/A*	N/A	FOB: Destination	
4008	N/A*	N/A	FOB: Destination	
4009	N/A*	N/A	FOB: Destination	
5007	N/A*	N/A	FOB: Destination	
5008	N/A*	N/A	FOB: Destination	
5009	N/A*	N/A	FOB: Destination	

*Reference Section B for specific Period of Performance information.

CLAUSES INCORPORATED BY REFERENCE

FAR REF.	CLAUSE TITLE	DATE
52.211-17	Delivery of Excess Quantities	SEP 1989
52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXTSection F – Other Requirements**F1 MEETINGS/CONFERENCES (JUN 1996)**

Technical meetings and/or post-award/pre-performance conferences may be necessary to resolve problems and to facilitate understanding of the technical requirements of the contract. Participants at these

meetings/conferences shall be members of the contractor's technical staff and technical representatives of the Government. These meetings/conferences shall be scheduled with the agreement and arrangements made between Contracting Officer, or his representative, and the contractor. Records of these meetings/conferences shall be made by the contractor and approved by the Government. All costs associated with the attendance at these meetings/conferences shall be incidental to the contract and not separately billed.

F2 PERIOD OF PERFORMANCE

Anticipated performance under this contract, if all option periods are exercised, shall be from **01 JUN 2014** plus **6 years and 6 months**.

F3 DELIVERY SCHEDULE FOR REPORTS AND OTHER DELIVERABLES

The work and services required under the contract shall be completed and delivered in accordance with the delivery dates contained herein.

F4 PROGRAM MILESTONES

So that the Government can determine whether or not the Contractor is achieving satisfactory technical progress, certain milestone events during the performance of this contract are established. These events are referred to as Program Milestones and are set forth below. Changes shall not be made to these dates without written approval of the Contracting Officer.

<u>Program Milestones</u>	<u>Completion Date</u>
Completion of System Assembly and Test and Loading	11 June 2015
Ready for Provisional System Acceptance (RFPSA)	09 September 2015

F5 PROJECT SCHEDULE

The Project Schedule as identified in Section 11.1 of the Technical Specifications shall be approved by the Government and shall not differ materially or significantly from the Project Schedule submitted by the Contractor in their original Offer for the Program. The Project Schedule shall become a reporting document under the Contract and the Contractor shall be required to maintain it as a controlled, issue sensitive document throughout the term of the Contract up to and including the date of Provisional Acceptance of the System. Changes shall not be made to the Project Schedule without written approval of the COR.

Section G - Contract Administration Data

ACCOUNTING AI APPROPRIATION DATA

AA: 97X4930.5F20 000 C1013 0 068142 2F 252005 Y107P3 CFPOT CFPNSI 141043
AMOUNT [REDACTED]
CIN 00000000000000000000000000000000: [REDACTED]

CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer
Name: Francis E. McHemy
Organization: USA/DIII/O/PL64
Phone No.: [REDACTED]
E-Mail: [REDACTED]

Contract Specialist
Name: Jonathan D. Gray
Organization: USA/DIII/O/PL64
Phone No.: [REDACTED]
E-Mail: [REDACTED]

Contracting Officer's Representative (COR) Point of Contact
Name: Charles W. Johnson
Organization/Office Symbol: DISA/NS
Phone No.: [REDACTED]
E-Mail Address: [REDACTED]

Alternate COR Point of Contact
Name: Porter P. Balanza
Organization/Office Symbol: DISA/NS
Phone No.: [REDACTED]
E-Mail Address: [REDACTED]

Contractor Point of Contact: [REDACTED]
Contractor Legal Business Name: Xtera Communications, Inc.
DUNS: 010726144
CAGE CODE: 6WEN1
E-Mail Address: [REDACTED]
Phone Number: [REDACTED]
(End of clause)

52.237-9000 KEY PERSONNEL (AUG 2011)

a. The personnel listed below are considered essential to the work being performed hereunder. Prior to substituting, removing, replacing, or diverting any of the specified individuals, the Contractor shall notify the Contracting Officer (KO) 15 working days in advance and shall submit a written request and justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this Contract. The proposed substitution of personnel must meet or exceed the education, experience, and other technical requirements of the personnel being replaced. No change in personnel shall be made by the Contractor without the prior written consent of the Contracting Officer. However, in urgent situations, as determined or agreed to by the Contracting Officer, an oral request to substitute key personnel may be approved and subsequently ratified by the Contracting Officer in writing. Such ratification shall constitute the consent of the Contracting Officer required by this paragraph. The Contracting Officer will notify the Contractor within 10 working days after receipt of all required information of the decision on the substitution(s). In the event the proposed substitution of key personnel does not meet or exceed the education, experience, and other technical requirements of the personnel being replaced, the Government reserves the right to require continued performance of previously approved key personnel or to require substitution of acceptable replacements for the individuals specified below. The key personnel listed below may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to either add or delete personnel as appropriate.

Name	Position/Labor Category
[REDACTED]	Project Manager
[REDACTED]	Project Engineer

b. **PERSONNEL REQUIREMENTS** Contractor Personnel shall meet the minimum requirements specified below. Key Personnel will be the Program Manager and Project Engineer.

The personnel requirements are as follows. Periods of time in parenthesis denote a required number of years experience.

PROGRAM MANAGER:

Demonstrated Skills: Experience (6 years) leading projects and programs of similar size, scope and complexity as required under this project. Management experience shall be in programs with particular relevance to undersea cable systems. Project Management experience (6 years) which includes keeping contract tasks, task orders or overall project on schedule, within budget and scope, and ensuring deliverables are submitted as defined and on schedule.

Desired Skills: Have an understanding and in-depth knowledge of DoD policy. Knowledge to lead teams on large projects or significant segments of large, complex undersea cable system projects. The ability to analyze new and complex problems and create innovative solutions involving finance, scheduling, technology, methodology, tools, and solution components.

PROJECT ENGINEER:

Demonstrated Skills: Experience (6 years) leading projects and programs of similar size, scope and complexity as required under this project. Management experience shall be in programs with particular

relevance to undersea cable systems. Has domain and expert technical knowledge of undersea cable systems and can analysis of highly specialized applications and operational environment, high-level functional system analysis, design, integration, documentation and implementation advice on exceptionally complex problems that require graduate level knowledge of the subject matter for effective implementation. Apply principle methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principle and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

Desired Skills: Has technical/management leadership skills on major task or technology assignments. Knowledge to establish goals, and develop plans that meet project objectives for undersea cable systems. Knowledge of direct and control activities for a client, having overall responsibility for methods and staffing to ensure that technical requirements are met.

Section G – Other Requirements

G1 CONTRACT ADMINISTRATION

G1.1 Final Invoice

The contractor shall mail a copy of the final invoice for this contract to the Contract Specialist at the “Issued By” address on the front page of this document.

G1.2 Preparation of Vouchers

INSTRUCTIONS FOR SUBMISSION OF VOUCHERS/INVOICES:

Each voucher/invoice must include contract/order number, contract line item number (CLIN) and accounting classification reference number (ACRN).

All Original vouchers/invoices will be mailed to:

Defense Finance & Accounting Service HQ0341
DFAS-JAIQN/CO Special Programs Office
PO BOX 369025 BLDG #21
Columbus, Ohio 43236-9025

SECURE FAX# 
NON-SECURE FAX # 

A copy of the final voucher/invoice, or electronic notification will be sent to the address shown in the issued by block to the attention of the Contracting Officer shown in 52.204-9000 above.*

A copy of all vouchers/invoices or electronic notification will be sent to: the Contracting Officer, the Contracting Officer’s Representative (COR). After receipt, the COR will complete and forward the DD Form 250, receiving report, to the paying office.

*E-mail correspondence may be authorized.

G1.3 Performance-Based Payments

In accordance with FAR Clause 52.232-32 Performance Based Payments, as incorporated in Section I of this Contract, the following table specifies the payment amounts for which the Contractor may submit a payment request upon successful accomplishment of the event or performance criteria. This payment schedule applies to CLIN 0001.

	Milestone	Re quire me nts	Payment Percentage	Cumulative Percentage
1	Desktop Study Complete	Destktop Study complete with Preliminary Straight Line Diagram, Route Position List. Approved by Government.	1.0%	1.0%
2	PDR Complete	Preliminary Design Review has taken place, all Government comments included in design and design approved.	4.0%	5.0%
3	Marine Survey and Cable Route Engineering	Final Straight Line Diagram, Route Position Lists, Approved Marine Survey Report and Approved Cable Route Engineering	5.0%	10.0%
4	CDR Complete, Start of Manufacture	Critical Design Review has taken place, all Government comments included in final design and design approved. Ready to Start Manufacture, Construction, etc.	5.0%	15.0%
5	Place Order for Terminal Equipment	Written order placed with supplier for Terminal Equipment	5.0%	20.0%
6	Terminal Equipment Manufacture	OLTE, PFE, CTU & Network Manager passes factory acceptance tests: All Factory Release Certificates counter signed	5.0%	25.0%
7	Place Order for Submarine Cable	Written order placed with supplier for Submarine Cable	10.0%	35.0%
8	Submarine Cable Manufacture	Submarine Cable passes factory acceptance tests: All Factory Release Certificates counter signed.	7.5%	42.5%
9	Place Order for Repeaters	Written order placed with supplier for Repeaters	5.0%	47.5%
10	Repeater Manufacture complete	Repeater and Branching Units pass factory acceptance tests: All Factory Release Certificates counter signed	5.0%	52.5%
11	System Assembly and Test	Assembled lay blocks pass acceptance tests: Factory Release Certificate Counter Signed	2.5%	55.0%

12	Marine Installation Complete	Marine Installation Complete: Spare Submerged Plant Delivered	25.0%	80.0%
13	Provisional Acceptance	System RFPA Certificate Issued: All Spares Delivered	10.0%	90.0%
14	Retainage	N/A	10.0%	100.0%

G1.4 Government Property

a. Government Furnished Equipment: N/A.

b. Disposition of Government Property: Thirty (30) days prior to the end of the period of performance, or upon termination of the contract, the Contractor shall furnish to the Contracting Officer a complete inventory of all Government Property in his possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The Contracting Officer will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

G1.5 Contract Management

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractors. The following individuals will be the Government points of contact during the performance of the contract. See Clause 52.204-9000 for contact information.

a. Contracting Officer (KO).

(1) Contract Administration. All contract administration will be handled by the DITCO-NCR/PL6 Contracting Officer. Communications pertaining to contractual administrative matters shall be addressed to the KO and Specialist(s). No changes in or deviations from the scope of work shall be effected without a written modification to the contract executed by the KO authorizing such changes.

(2) Designation of Representatives. The KO may designate individuals to act as Contracting Officer's Representative (COR). The COR may provide technical guidance in direction of the work, but they will not be authorized to change any of the terms and conditions of the contract. The COR will be designated by a letter of appointment from the KO.

b. Contracting Officer's Representative (COR). The COR is responsible for defining requirements, funding the work to be performed, monitoring and evaluating the contractor's performance, providing technical support to the KO on contract issues, and providing acceptance and rejection information to the Accounting and Finance Section for all invoice processing.

c. Technical Coordination.

(1) Performance of work under this contract shall be in compliance with the requirements documents and terms and conditions of the contract.

(2) All technical coordination shall remain within the scope of this contract. No oral statements of any person whatsoever shall in any manner or degree modify or otherwise affect the terms of this contract. Technical coordination shall not result in any action that:

- (i) Constitutes an assignment of additional work outside the requirements documents.
- (ii) Constitutes a change as defined in the contract clauses 52.243-1, Changes - Fixed-Price, 52.243-2, Changes - Cost-Reimbursement, and 52.243-3, Changes - Time-and-Material or Labor-Hours, as applicable.
- (iii) Causes an increase in the total contract price, or the time required for contract performance.
- (iv) Changes any of the expressed terms, conditions or specifications of this contract.
- (v) Interfere with the contractor's right to perform the terms and conditions of the contract.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

52.239.9001. DATA INFORMATION ASSURANCE PROTECTION (JULY 2006)

(a) The contractor shall protect and safeguard sensitive Government Provided Information (GFI) and data from inadvertent disclosure, misuse, display, theft, and unauthorized actions that would destroy or render the information unavailable for specific Government use. Should the contractor, or one of his/her employees, make any inadvertent or any unauthorized disclosure(s) or willfully participate in activities that result in detrimental harm to the protection and safeguarding of sensitive (GFI) and data, such actions may be considered to be a breach of this contract and the terms of the Default clause may be invoked. The contractor shall afford safeguarding consistent with the protection requirements identified by the Government until such time the Government deems the information/data is no longer sensitive and provides corresponding written notification to the contractor.

(b) All contractor and support contractor personnel with access to DISA and DOD Information Systems shall complete initial information assurance awareness and annual refresher training in accordance with DOD Directive, 8570.1, IA Training, Certification, and Workforce Management.

(c) To support IA professionals, the DoD IA Portal (IA Support Environment (IASE)) provides DOD IA policy-training requirements and DoD sponsored training. The IA Portal is located at <http://iase.disa.mil>. This site also provides access to DOD Directive 8500.1, Information Assurance (IA), and DOD 8570.1-M, Information Assurance Workforce Improvement Program.

(End of clause)

Section H – Other Requirements

H1 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA

The Contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers and other private or public entities. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (A) through (D) below.

A. **Indoctrination of Personnel.** The Contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the COR for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

DEFENSE INFORMATION SYSTEMS AGENCY

NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

I, _____, as an employee of Xtera communications Inc, a contractor performing under contract to the Defense Information Systems Agency, pursuant to contract number HC1047-14-C-4018, agree not to disclose to any individual, business entity or anyone within Xtera Communications, Inc. or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: (1) any planning, programming, and budgeting system (PPBS) information, or (2) sensitive, proprietary or source selection information contained in or accessible through the this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The Contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104-5(b). Pursuant to FAR 3.104-5, I agree not to appropriate such information for my own use or to release or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

Signature: _____

Date: _____

Telephone Number: _____

B. Signed Agreements.

1. The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the KO. These shall be signed prior to work commencing.

2. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to contract performance. The

contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between the Contractor and associate contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer.

C. Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate nondisclosure agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the KO.

List designated contractors:

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed before work commences.

D. Remedy for Breach. The Contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

H2 SECURITY

a. The work to be performed and the products to be delivered under this contract shall be accomplished in accordance with the Contract Security Classification Specification, DD Form 254, pertaining to this contract (reference Section J, Attachment 4). The Contractor must follow the security guidance provided in the DD Form 254, the Classification Guide, and other guidance that may be established in writing by the Contracting Officer or Contracting Officer's Representative (COR).

H3 MANDATORY SECURITY REQUIREMENT

a. The contractor must comply with all appropriate security regulations in handling classified material and in publishing reports and other products under this contract. The contractor will also have to provide storage facilities at the contractor's locations for classified material up to and including [REDACTED]

b. The Government prefers all key personnel and other Contractor personnel who will require access to Government facilities or other on-site locations to be United States citizens. This stated preference is intended to reduce potential complications associated with granting access for non-US citizens which may result in undue delays. The Contractor shall be fully responsible for anticipating the lead time and

fulfilling all requirements necessary for processing personnel access to Government facilities and other on-site locations.

c. All personnel who come into contact with the network equipment, which is understood to mean all terminal station equipment and interfaces to Government networks, are required to obtain a [REDACTED] clearance. This requirement shall be met prior to the commencement of said work. Failure or delay to obtain any necessary security clearances does not constitute an excusable delay.

H4 RELEASE OF NEWS INFORMATION.

No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the Contracting Officer, and if Congressionally-related, DISA Congressional Affairs (CA). See also Section I, DFARS clause 252.204 7000 "Disclosure of Information" and Item 12 of the DD Form 254 (Section J, Attachment 4).

H5 SPECIFIC ELEMENTS OF THE CONTRACTOR'S PROPOSAL INCORPORATED BY REFERENCE

Specific elements of the Contractor's proposal, dated 05 May 2014, represent unique methods, processes and/or techniques, which, from the Government's perspective, provide added value and/or benefit above and beyond the Contract's stated requirements. These specific elements of the Contractor's proposal are hereby incorporated by reference into this Contract per the table below. In the event any of the references below pose a conflict or discrepancy with any other requirement of the Contract, the Contract shall supersede and control.

Section I - Contract Clauses

The clauses identified herein are subject to change, by bilateral modification to the contract. The contractor shall regularly review Federal Acquisition Regulation (FAR), Defense Procurement and Acquisition Policy (DPAP), and subsequent Defense Federal Acquisition Regulation Supplement (DFARS) to ensure constant compliance with all applicable regulations. The contractor shall notify the Government if such applicable clauses are absent from the contract and are in need of incorporation, by modification. The absence of an applicable regulatory clause does not dismiss the contractor from their contractual responsibility to remain compliant with such regulation, in performance of this contract.

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):

<https://www.acquisition.gov/far/>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

CLAUSES INCORPORATED BY REFERENCE

FAR REF	CLAUSE TITLE	DATE
52.202-1	Definitions	JAN 2012
52.202-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
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
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Award	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 2013

52.209-9	Updates of Publically Available Information Regarding Responsibility Matters	JUL 2013
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records-Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
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
52.215-20	Requirements for Certified Cost or Pricing Data and Other Than Certified Cost or Pricing Data Requirements	OCT 2010
52.215-21	for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	MAR 2012
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
52.222-37	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
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.229-3	Federal, State, and Local Taxes	APR 2003
52.229-6	Taxes-Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts for Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	JUL 2013
52.233-1	Disputes	JUL 2002
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.239-1	Privacy or Security Safeguards	AUG 1996

52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes – Fixed Price ALT II	APR 1984
52.244-2	Subcontracts	OCT 2010
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-16	Responsibility for Supplies	APR1984
52.249-2	Termination for Convenience of the Government (Fixed Price)	APR 2012
52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 2012
52.253-1	Computer Generated Forms	JAN 1991

DoD FAR REF.	CLAUSE TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoDSEP 2011 Officials	
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	JAN 2009
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7002	Payment for subline items not separately priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004	Alternate A, System For Award Management	MAY 2013
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7006	Billing Instructions	OCT 2005
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.211-7008	Use of Government-Assigned Serial Numbers	SEP 2010
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials	APR 2012 APR 1993
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7005	Identification of Expenditures in the United States	JUN 2005
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data—Noncommercial Items	JUN 2013

252.227-7015	Technical Data—Commercial Items	JUN 2013
252.227-7016	Rights in bid or proposal information	JAN 2011
252.227-7030	Technical Data-Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7007	Limitation of Government's Obligation	MAY 2006
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.237-7023	Continuation of Essential Contractor Services	OCT 2010
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7002	Access	DEC 1991
252.239-7004	Orders for Facilities and Services	NOV 2005
252.239-7005	Rates, Charges, and Services	NOV 2005
252.243-7001	Pricing of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.245-7000	Government-Furnished Mapping, Charting, and Geodesy Property	APR 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
252.247-7023	Transportation of Supplies by Sea	JUN 2013
252.247-7024	Notification of Transportation of Supplies by Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Contracting Officer may exercise the option by written notice to the Contractor at anytime during contract performance but no event later than 30 days prior to contract expiration.
(End of Clause)

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 any time prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 6 years and 6 months.

(End of Clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability*. This clause applies only to--

- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
- (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
- (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

- (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
- (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
- (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
- (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of Clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) *Amount of payments and limitations on payments*. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment*. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests*.

- (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.
- (2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests

on the 15th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.*

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress, or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.*

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the Ready For Provisional Acceptance (RFPA) and the performance-based payment for that milestone under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) usable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained

- as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.
- (3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.
- (4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.
- (5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--
- (i) Delivered to, and accepted by, the Government under this contract; or
 - (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.
- (7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.
- (g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.
- (h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.
- (i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.
- (j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments,

for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

- (1) No payment or vesting of title under this clause shall--
 - (i) Excuse the Contractor from performance of obligations under this contract; or
 - (ii)) Constitute a waiver of any of the rights or remedies of the parties under the contract.
- (2) The Government's rights and remedies under this clause--
 - (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
 - (ii)) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated ; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

52.246-19 WARRANTY OF SYSTEMS AND EQUIPMENT UNDER PERFORMANCE SPECIFICATIONS OR DESIGN CRITERIA (MAY 2001) ALTERNATE III (APR 1984)

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

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services rendered, as partial or complete performance of the contract.

“Defect” means any condition or characteristic in any supplies or services furnished by the Contractor under the contract that is not in compliance with the requirements of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under this contract. Except when this contract includes the clause entitled Warranty of Data, supplies also means “data.”

(b) *Contractor’s obligations.*

(1) The Contractor’s warranties under this clause shall apply only to those defects discovered by either the Government or the Contractor within five (5) years following Final Acceptance; with the exception of Wet-plant equipment that are covered by a ten (10) year warranty.

(2) If the Contractor becomes aware at any time before acceptance by the Government (whether before or after tender to the Government) that a defect exists in any supplies or services, the Contractor shall --

(i) Promptly correct the defect; or

(ii) Promptly notify the Contracting Officer, in writing, of the defect, using the same procedures prescribed in paragraph (b)(3) of this clause.

(3) If the Contracting Officer determines that a defect exists in any of the supplies or services accepted by the Government under this contract, the Contracting Officer shall promptly notify the Contractor of the defect, in writing, within thirty (30) days after discovery of the defect. Upon timely notification of the existence of a defect, or if the Contractor independently discovers a defect in accepted supplies or services, the Contractor shall submit to the Contracting Officer, in writing, within ten (10) days a recommendation for corrective actions, together with supporting information in sufficient detail for the Contracting Officer to determine what corrective action, if any, shall be undertaken.

(4) The Contractor shall promptly comply with any timely written direction from the Contracting Officer to correct or partially correct a defect, at no increase in the contract price. The sole exception for additional cost to the Government shall be the ship running costs for the repair of any defect in the submerged plant requiring marine repairs discovered after the first five (5) years following Final Acceptance.

(5) The Contractor shall also prepare and furnish to the Contracting Officer data and reports applicable to any correction required under this clause (including revision and updating of all other affected data called for under this contract) at no increase in the contract price.

(6) In the event of timely notice of a decision not to correct or only to partially correct, the Contractor shall submit a technical and cost proposal within ten (10) days to amend the contract to permit acceptance of the affected supplies or services in accordance with the revised requirement, and an equitable reduction in the contract price shall promptly be negotiated by the parties and be reflected in a supplemental agreement to this contract.

(7) Any supplies or parts thereof corrected or furnished in replacement and any services reformed shall also be subject to the conditions of this clause to the same extent as supplies or services initially accepted. The warranty, with respect to these supplies, parts, or services, shall be equal in duration to that set forth in paragraph (b)(1) of this clause, and shall run from the date of delivery of the corrected or replaced supplies.

(8) The Contractor shall not be responsible under this clause for the correction of defects in Government-furnished property, except for defects in installation, unless the Contractor performs, or is obligated to perform, any modifications or other work on such property. In that event, the Contractor shall be responsible for correction of defects that result from the modifications or other work.

(9) If the Government returns supplies to the Contractor for correction or replacement under this clause, the Contractor shall be liable for transportation charges up to an amount equal to the cost of transportation by the usual commercial method of shipment from the place of delivery specified in this contract (irrespective of the f.o.b. point or the point of acceptance) to the Contractor's plant and return to the place of delivery specified in this contract. The Contractor shall also bear the responsibility for the supplies while in transit.

(10) All implied warranties of merchantability and "fitness for a particular purpose" are excluded from any obligation under this contract.

(c) *Remedies available to the Government.*

(1) The rights and remedies of the Government provided in this clause --

(i) Shall not be affected in any way by any terms or conditions of this contract concerning the conclusiveness of inspection and acceptance; and

(ii)) Are in addition to, and do not limit, any rights afforded to the Government by any other clause of this contract.

(2) Within ten (10) days after receipt of the Contractor's recommendations for corrective action and adequate supporting information, the Contracting Officer, using sole discretion, shall give the Contractor written notice not to correct any defect, or to correct or partially correct any defect within a reasonable time at any appropriate location or locations including, but not limited to, the Contractor's or Subcontractor's facilities or at any location on land or at sea along the project.

(3) In no event shall the Government be responsible for any extension or delays in the scheduled deliveries or periods of performance under this contract as a result of the Contractor's obligations to correct defects, nor shall there be any adjustment of the delivery schedule or period of performance as a result of the correction of defects unless provided by a supplemental agreement with adequate consideration.

(4) This clause shall not be construed as obligating the Government to increase the contract price.

(5)

(i) The Contracting Officer shall give the Contractor a written notice specifying any failure or refusal of the Contractor to --

(A) Present a detailed recommendation for corrective action as required by paragraph (b)(3) of this clause;

(B) Correct defects as directed under paragraph (b)(4) of this clause; or

(C) Prepare and furnish data and reports as required by paragraph (b)(5) of this clause.

(ii) The notice shall specify a period of time following receipt of the notice by the Contractor in which the Contractor must remedy the failure or refusal specified in the notice.

(6) If the Contractor does not comply with the Contracting Officer's written notice in paragraph (c)(5)(i) of this clause, the Contracting Officer may by contract or otherwise --

(i) Obtain detailed recommendations for corrective action and either --

(A) Correct the supplies or services; or

(B) Replace the supplies or services, and if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner, in which case the Government is entitled to reimbursement from the Contractor, or

from the proceeds, for the reasonable expenses of care and disposition, as well as for excess costs incurred or to be incurred;

(ii) Obtain applicable data and reports; and

(iii) Charge the Contractor for the costs incurred by the Government.

(7) The Contractor shall be liable for the reasonable costs of disassembly and/or reassembly of larger items when it is necessary to remove the supplies to be inspected and/or returned for correction or replacement.

(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 Information Systems Agency regulations (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

52.209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

(a) An Offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an Offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the Offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the Offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

(1)) Providing systems engineering and technical direction.

(2)) Preparing specifications or work statements and/or objectives.

(3)) Providing evaluation services.

(4)) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the Government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

52.204-9001 CONTRACT/ORDER CLOSEOUT—FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR-HOURS (JAN 2007)

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2013)

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

“DoD recognized unique identification equivalent” means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/dpap/pdi/uid/iuid/equivalents.html>.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

I *Unique item identifier.*

- (1) The Contractor shall provide a unique item identifier for the following:
 - (i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.
 - (ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number	Item Description
*Items less than \$5000, which require UID, will be specifically identified in the schedule.	See Schedule as Applicable

(iii) assemblies, components, and parts embedded within delivered items as specified in Attachment Number (See Schedule as Applicable).

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at

http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html .

(End of Clause)

252.233-7001 CHOICE OF LAW (OVERSEAS)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for the hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**LIST OF ATTACHMENTS**

Attachment No.	Description	Classification	Number of Pages
1	Statement of Work	FOUO	19
2	Technical Specification	FOUO	164
3	Quality Assurance Surveillance Plan (QASP)	FOUO	5
4	DD254 – Security Classification Specification Form	FOUO	2
5	DISN Implementation Standards	FOUO	258

Section K – Representations and Certifications

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each Offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>QUOTATION</u>	<u>PRICE TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and re-solicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.
(End of Provision)

52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

(a) Definitions. As used in this provision—
“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
“Data Universal Numbering System+4 (DUNS+4) number” means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.
“Registered in the System for Award Management (SAM) database” means that—
(1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required

- by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and
- (2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;
 - (3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.
 - (4) The Government has marked the record “Active”.
- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
 - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number—
 - (i) Via the internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.
 - (2) The offeror should be prepared to provide the following information:
 - (i) Company legal business name.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) mpany physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v)) Company telephone number.
 - (vi) Date the company was started.
 - (vii)) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) Offerors may obtain information on registration at <https://www.acquisition.gov>.
- (End of Provision)

52.204-8 -- ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JUL 2013)

- (a)
- (1) The North American Industry classification System (NAICS) code for this acquisition is 517110.
 - (2) The small business size standard is 1,500 employees.
 - (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)
- (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
 - (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - (i) Paragraph (d) applies.
 - (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 04-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
 - (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
 - (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
 - (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
 - (C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.
 - (D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) .225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

___(i) 52.219-22, Small Disadvantaged Business Status.

___(A) Basic.

___(B) Alternate I.

___(ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___(iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___(iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___(vi) 52.227-6, Royalty Information.

___(A) Basic.

___(B) Alternate I.

___(vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The Offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the Offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

Any changes provided by the Offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of Provision)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror **has** **does not have** current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked “has” in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
 - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
 - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.

(d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of Provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)**52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

(b) *Listed End Products.*

Listed End Product

Listed Countries of Origin

(c) *Certification.* The Government will not make award to an Offeror unless the Offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- (1) The Offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.
- (2) The Offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

52.225-18 PLACE OF MANUFACTURE (SEP 2006)

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.




(b) For statistical purposes only, the Offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) **In the United States** (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) **Outside the United States.**

(End of Provision)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (DEC 2012)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT DCODE	PAGE OF PAGE 1 57
2. AMENDMENT/MODIFICATION NO. POOOO1		3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO (if applicable)		6. ISSUED BY CODE DISA/CONTRACTS-NCR POST OFFICE BOX 549 FORT MEADE MD 20755-0549	
7. ADMINISTERED BY (if other than item 6) See Blk 6		CODE I-C1047	
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) XTERA COMMUNICATIONS, INC. 500 WEST BETHANY DR. SUITE 100 ALLEN, TX 75013		9A. AMENDMENT OF SOLICITATION NO.	
CODE 6WEN1		9B. DATED (SEE ITEM 11)	
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. HC1047-14-C-4018	
		X 10B. DATED (SEE ITEM 13) 15 MAY 2014	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
<p>The above numbered solicitation is amended as set forth in item 14. The hour and date specified for filing of offers is extended, is not extended, or is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:</p> <p>(a) By COPIES of items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram. All include a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment and is received prior to the opening hour and date specified.</p>			
12. ACCOUNTING AND APPROPRIATION DATA (if required)			
13. THIS APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
(X) A. THIS CHANGE ORDER ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE TO THE CONTRACT ORDER NUMBER 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDERS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO AUTHORITY OF FAR 43.03(b).			
C. THIS SUPPLEMENTAL AGREEMENT ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1			
D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor () is not, (X) is required to sign this document and return ___ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SUMMARY OF CHANGES			
15A. NAME AND TITLE OF ISSUER (Type or print) 		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Francis McHenry, Contracting Officer	
15B. CONTRACTOR/OFFEROR BY  (Signature of person authorized to sign)		15C. DATE SIGNED 28 August 2014	
16B. UNITED STATES OF AMERICA BY 		16C. DATE SIGNED 09/09/2014	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE J	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00002	3 EFFECTIVE DATE 24-Feb-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)
6 ISSUED BY DISA/CONTRACTS-NCR POST OFFICE BOX 549 FORT MEADE MD 20755-0549	CODE HC1047	7 ADMINISTERED BY (If other than item 6) DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406		CODE HC1013
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. 500 W BETHANY DR STE 100 ALLEN TX 75013-3727			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018	
			X 10B. DATED (SEE ITEM 13) 03-Dec-2014	
CODE 6WEN1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14 The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT /ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT /ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: grayj15525 The purpose of this modification (P00002) is as follows: a. To transfer the administration of the subject contract from HC1047 (DITCO-NCR, PL-64) to HC1013 (DITCO-SCOTT, PL-82). b. To update the PoC clause, 52.204-9000, located at Section G.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JONATHAN D. GRAY / CONTRACT NG OFFICER	
			TEL: [REDACTED] EMAIL: [REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. BY	DATE SIGNED	
(Signature of person authorized to sign)		(Signature of Contracting Officer)	24-Feb-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer Name:

Scott Sautman

Organization: DISA/DITCO-SCOTT/PL82

Phone No.:

E-Mail:

Contract Specialist Name:

Katie Hoffinan

Organization: DISA/DITCO-SCOTT/PL82

Phone No.:

E-Mail:

Contracting Officer's Representative (COR) Point of Contact Name:

Charles W. Johnson

Organization: DISA/IE

Phone No.:

E-Mail Address:

Alternate COR Point of Contact Name:

Porter P. Balanza

Organization/Office Symbol: DISA/IE Phone

No.:

E-Mail Address:

Contractor Point of Contact:

Contractor Legal Business Name: Xtera Communications, Inc.

DUNS: 010726144

CAGE CODE: 6WEN1

E-Mail Address:

Phone Number:

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1 3	
2 AMENDMENT/MODIFICATION NO P00003	3 EFFECTIVE DATE 26-Mar-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1013	7 ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR POST OFFICE BOX 549 FORT MEADE MD 20755-0549		CODE	HC1047	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 WBETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018	
				X	10B. DATED (SEE ITEM 13) 03-Dec-2014	
CODE 6WEN1	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 "Changes - Fixed Price"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hoffma1k15644 The purpose of this modification is for an additional 20 kilometer, six pair, undersea fiber optic cable. This is an in-scope modification for services provided under CLIN 0001. Since this modification is being funded by two separate MIPRS, CLIN 0001 will be increased by ██████████ and CLIN 0010 will be added to account for the remaining funds supported by a separate MIPR. CLIN 0010 was added for ██████████ The total cost of this modification is increasing the contract by ██████████. The new total funded amount for this contract is ██████████. The POC for this modification is Katie Hoffmann, ██████████						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SCOTT F. SAUTMAN / CONTRACTING OFFICER			
			TEL: ██████████ EMAIL: ██████████			
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY ██████████ (Signature of Contracting Officer)		16C. DATE SIGNED 26-Mar-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED]

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 0010 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010		1	Lot	[REDACTED]	[REDACTED]

CLIN Funding Mod P00003

FFP

In-Scope Modification to CLIN 0001. Because of seperate funding documents, CLIN 0010 was created.

Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC)

The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J.

See Section G1.3 for Performance-Based Payments

Period of Performance: 26 MAR 2015 – 30 NOV 2015

FOB: Destination

NET AMT

[REDACTED]

ACRN AB

CIN: DIMMC500820010

[REDACTED]

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for CLIN 0010:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 0001:

AA: 97X4930.5F20 000 C1013 0 068142 2F 252005 YI07P3 CFPOT CFPNS114I043 (CIN CFPNS114I0430001) was increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 0010:

Funding on CLIN 0010 is initiated as follows:

ACRN: AB

CIN: DIMMC500820010

Acctng Data: 97X4930.5F20 000 C1013 0 068142 2F 252005 DIMMC50082 01

Increase: [REDACTED]

Total: [REDACTED]

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
				J	1 7
2 AMENDMENT/MODIFICATION NO P00004	3 EFFECTIVE DATE 17-Jun-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISA/DITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1013	7 ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018
				X	10B. DATED (SEE ITEM 13) 03-Dec-2014
CODE 6WEN1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, "Changes - Fixed Price"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hoffma1k151017 The purpose of this modification is to decrease CLIN 0001 by ██████████ from ██████████ back to ██████████ and add the ██████████ to CLIN 0010 which will increase the total amount on CLIN 0010 from ██████████ to ██████████. The second purpose of this modification is to allow for partial payments for CLIN 0010 and to include a Milestone Payment schedule within Section G. The POC for this modification is Katie Hoffmann ██████████					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			SCOTT F. SAUTMAN / CONTRACTING OFFICER		
			TE ██████████ EMAIL ██████████		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)		██████████ (Signature of Contracting Officer)		17-Jun-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The Authority USC 41 checkbox not checked has been added.
The Authority USC 10 checkbox not checked has been added.
The standard size code 1,500 has been added.
The NAICS code 517110 has been added.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has decreased by [REDACTED] from [REDACTED] to [REDACTED].
The total cost of this line item has decreased by [REDACTED] from [REDACTED] to [REDACTED].

CLIN 0010

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED].
The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

CLIN 1007

The pricing detail quantity has decreased by 1.00 from 1.00 to 0.00.

SUBCLIN 001001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
001001	Remaining Funds for CLIN 0010 FFP FOB: Destination				[REDACTED]
				NET AMT	[REDACTED]
	ACRN AA CIN: CFPNS114I043001001				[REDACTED]

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 001001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

CLIN 0001:

AA: 97X4930.5F20 000 C1013 0 068142 2F 252005 YI07P3 CFPOT CFPNS114I043 (CIN CFPNS114I0430001) was decreased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 001001:

Funding on SUBCLIN 001001 is initiated as follows:

ACRN: AA

CIN: CFPNS114I043001001

Acctng Data: 97X4930.5F20 000 C1013 0 068142 2F 252005 YI07P3 CFPOT CFPNS114I043

Increase: [REDACTED]

Total [REDACTED]

The following have been modified:

SECTION G

G1 CONTRACT ADMINISTRATION

G1.1 Final Invoice

The contractor shall mail a copy of the final invoice for this contract to the Contract Specialist at the "Issued By" address on the front page of this document.

G1.2 [RESERVED]

G1.3 Performance-Based Payments

In accordance with FAR Clause 52.232-32 Performance Based Payments, as incorporated in Section I of this Contract, the following table specifies the payment amounts for which the Contractor may submit a payment request upon successful accomplishment of the event or performance criteria. This payment schedule applies to CLIN 0001.

	Milestone	Requirements	Payment Percentage	Cumulative Percentage
1	Desktop Study Complete	Desktop Study complete with Preliminary Straight Line Diagram, Route Position List. Approved by Government.	1.0%	1.0%

2	PDR Complete	Preliminary Design Review has taken place, all Government comments included in design and design approved.	4.0%	5.0%
3	Marine Survey and Cable Route Engineering	Final Straight Line Diagram, Route Position Lists, Approved Marine Survey Report and Approved Cable Route Engineering	5.0%	10.0%
4	CDR Complete, Start of Manufacture	Critical Design Review has taken place, all Government comments included in final design and design approved. Ready to Start Manufacture, Construction, etc.	5.0%	15.0%
5	Place Order for Terminal Equipment	Written order placed with supplier for Terminal Equipment	5.0%	20.0%
6	Terminal Equipment Manufacture	OLTE, PFE, CTU & Network Manager passes factory acceptance tests: All Factory Release Certificates counter signed	5.0%	25.0%
7	Place Order for Submarine Cable	Written order placed with supplier for Submarine Cable	10.0%	35.0%
8	Submarine Cable Manufacture	Submarine Cable passes factory acceptance tests: All Factory Release Certificates counter signed.	7.5%	42.5%
9	Place Order for Repeaters	Written order placed with supplier for Repeaters	5.0%	47.5%
10	Repeater Manufacture complete	Repeater and Branching Units pass factory acceptance tests: All Factory Release Certificates counter signed	5.0%	52.5%
11	System Assembly and Test	Assembled lay blocks pass acceptance tests: Factory Release Certificate Counter Signed	2.5%	55.0%

12	Marine Installation Complete	Marine Installation Complete: Spare Submerged Plant Delivered	25.0%	80.0%
13	Provisional Acceptance	System RFPA Certificate Issued: All Spares Delivered	10.0%	90.0%
14	Retainage	N/A	10.0%	100.0%

The following payment schedule applies to CLIN 0010 with a total cost of [REDACTED]

	Milestone	Requirements	Payment Percentage	Value
1	Order for Cable Placed	Written order placed with supplier for cable.	60%	[REDACTED]
2	Cable loaded on Vessel	The Submarine Cable is accepted by Xtera and loaded on vessel. All factory tests complete; test results provided to, and approved by DISA PM.	30%	[REDACTED]
3	Provisional Acceptance	System RFPA Certificate Issued	10%	[REDACTED]

G1.4 Government Property

a. Government Furnished Equipment: N/A.

b. Disposition of Government Property: Thirty (30) days prior to the end of the period of performance, or upon termination of the contract, the Contractor shall furnish to the Contracting Officer a complete inventory of all Government Property in his possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The Contracting Officer will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

G1.5 Contract Management

Notwithstanding the contractor's responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractors. The following individuals will be the Government points of contact during the performance of the contract. See Clause 52.204-9000 for contact information.

a. Contracting Officer (KO).

(1) Contract Administration. All contract administration will be handled by the DITCO-NCR/PL6 Contracting Officer. Communications pertaining to contractual administrative matters shall be addressed to the KO and Specialist(s). No changes in or deviations from the scope of work shall be effected without a written modification to the contract executed by the KO authorizing such

changes.

(2) Designation of Representatives. The KO may designate individuals to act as Contracting Officer's Representative (COR). The COR may provide technical guidance in direction of the work, but they will not be authorized to change any of the terms and conditions of the contract. The COR will be designated by a letter of appointment from the KO.

b. Contracting Officer's Representative (COR). The COR is responsible for defining requirements, funding the work to be performed, monitoring and evaluating the contractor's performance, providing technical support to the KO on contract issues, and providing acceptance and rejection information to the Accounting and Finance Section for all invoice processing.

c. Technical Coordination.

(1) Performance of work under this contract shall be in compliance with the requirements documents and terms and conditions of the contract.

(2) All technical coordination shall remain within the scope of this contract. No oral statements of any person whatsoever shall in any manner or degree modify or otherwise affect the terms of this contract. Technical coordination shall not result in any action that:

(i) Constitutes an assignment of additional work outside the requirements documents.

(ii) Constitutes a change as defined in the contract clauses 52.243-1, Changes - Fixed-Price, 52.243-2, Changes - Cost-Reimbursement, and 52.243-3, Changes - Time-and-Material or Labor-Hours, as applicable.

(iii) Causes an increase in the total contract price, or the time required for contract performance.

(iv) Changes any of the expressed terms, conditions or specifications of this contract.

Interfere with the contractor's right to perform the terms and conditions of the contract.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J	PAGE OF PAGES 1 6
2 AMENDMENT/MODIFICATION NO P00005		3 EFFECTIVE DATE 04-Sep-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406		CODE HC1013	7 ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR POST OFFICE BOX 549 FORT MEADE MD 20755-0549		CODE HC1047
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018	
				X 10B. DATED (SEE ITEM 13) 03-Dec-2014	
CODE 6WEN1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, "Changes - Fixed Price"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hoffma1k151421 The purpose of this modification is to revise Milestone 12 within Section G1.3, Performance Based Payments. Milestone 12, which accounted for 25% of the total contract value, will now be broken up into Milestone 12A - Execution of Marine Installation Contract (10%) and Milestone 12B - Marine Installation Complete (15%). All other contract terms and conditions remain unchanged. POC for this modification is Katie Hoffmann, ██████████					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SCOTT F. SAUTMAN / CONTRACTING OFFICER		
			TEL: ██████████ EMAIL: ██████████		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			B ██████████		09-Sep-2015

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

SECTION G

G1 CONTRACT ADMINISTRATION

G1.1 Final Invoice

The contractor shall mail a copy of the final invoice for this contract to the Contract Specialist at the “Issued By” address on the front page of this document.

G1.2 [RESERVED]

G1.3 Performance-Based Payments

In accordance with FAR Clause 52.232-32 Performance Based Payments, as incorporated in Section I of this Contract, the following table specifies the payment amounts for which the Contractor may submit a payment request upon successful accomplishment of the event or performance criteria. This payment schedule applies to CLIN 0001.

	Milestone	Requirements	Payment Percentage	Cumulative Percentage
1	Desktop Study Complete	Desktop Study complete with Preliminary Straight Line Diagram, Route Position List. Approved by Government.	1.0%	1.0%
2	PDR Complete	Preliminary Design Review has taken place, all Government comments included in design and design approved.	4.0%	5.0%
3	Marine Survey and Cable Route Engineering	Final Straight Line Diagram, Route Position Lists, Approved Marine Survey Report and Approved Cable Route Engineering	5.0%	10.0%
4	CDR Complete, Start of Manufacture	Critical Design Review has taken place, all Government comments included in final design and design approved. Ready to Start Manufacture, Construction, etc.	5.0%	15.0%
5	Place Order for Terminal Equipment	Written order placed with supplier for Terminal Equipment	5.0%	20.0%

6	Terminal Equipment Manufacture	OLTE, PFE, CTU & Network Manager passes factory acceptance tests: All Factory Release Certificates counter signed	5.0%	25.0%
7	Place Order for Submarine Cable	Written order placed with supplier for Submarine Cable	10.0%	35.0%
8	Submarine Cable Manufacture	Submarine Cable passes factory acceptance tests: All Factory Release Certificates counter signed.	7.5%	42.5%
9	Place Order for Repeaters	Written order placed with supplier for Repeaters	5.0%	47.5%
10	Repeater Manufacture complete	Repeater and Branching Units pass factory acceptance tests: All Factory Release Certificates counter signed	5.0%	52.5%
11	System Assembly and Test	Assembled lay blocks pass acceptance tests: Factory Release Certificate Counter Signed	2.5%	55.0%

12A	Execution of Marine Installation Contract	Written order placed with supplier for Marine Installation	10.0%	65.0%
12B	Marine Installation Complete	Marine Installation Complete: Spare Submerged Plant Delivered	15.0%	80.0%
13	Provisional Acceptance	System RFPA Certificate Issued: All Spares Delivered	10.0%	90.0%
14	Retainage	N/A	10.0%	100.0%

The following payment schedule applies to CLIN 0010 with a total cost of [REDACTED]

	Milestone	Requirements	Payment Percentage	Value
1	Order for Cable Placed	Written order placed with supplier for cable.	60%	[REDACTED]
2	Cable loaded on Vessel	The Submarine Cable is accepted by Xtera and loaded on vessel. All factory tests complete; test results provided to, and approved by DISA PM.	30%	[REDACTED]
3	Provisional Acceptance	System RFPA Certificate Issued	10%	[REDACTED]

G1.4 Government Property

a. Government Furnished Equipment: N/A.

b. Disposition of Government Property: Thirty (30) days prior to the end of the period of performance, or upon termination of the contract, the Contractor shall furnish to the Contracting Officer a complete inventory of all Government Property in his possession under this contract that has not been tested to destruction, completely expended in performance, or incorporated and made a part of a deliverable end item. The Contracting Officer will furnish disposition instructions on all listed property which was furnished or purchased under this contract.

G1.5 Contract Management

Notwithstanding the contractor’s responsibility for total management during the performance of this contract, the administration of the contract requires maximum coordination between the Government and the contractors. The following individuals will be the Government points of contact during the performance of the contract. See Clause 52.204-9000 for contact information.

a. Contracting Officer (KO).

(1) Contract Administration. All contract administration will be handled by the DITCO-

NCR/PL6 Contracting Officer. Communications pertaining to contractual administrative matters shall be addressed to the KO and Specialist(s). No changes in or deviations from the scope of work shall be effected without a written modification to the contract executed by the KO authorizing such changes.

(2) Designation of Representatives. The KO may designate individuals to act as Contracting Officer's Representative (COR). The COR may provide technical guidance in direction of the work, but they will not be authorized to change any of the terms and conditions of the contract. The COR will be designated by a letter of appointment from the KO.

b. Contracting Officer's Representative (COR). The COR is responsible for defining requirements, funding the work to be performed, monitoring and evaluating the contractor's performance, providing technical support to the KO on contract issues, and providing acceptance and rejection information to the Accounting and Finance Section for all invoice processing.

c. Technical Coordination.

(1) Performance of work under this contract shall be in compliance with the requirements documents and terms and conditions of the contract.

(2) All technical coordination shall remain within the scope of this contract. No oral statements of any person whatsoever shall in any manner or degree modify or otherwise affect the terms of this contract. Technical coordination shall not result in any action that:

(i) Constitutes an assignment of additional work outside the requirements documents.

(ii) Constitutes a change as defined in the contract clauses 52.243-1, Changes - Fixed-Price, 52.243-2, Changes - Cost-Reimbursement, and 52.243-3, Changes - Time-and-Material or Labor-Hours, as applicable.

(iii) Causes an increase in the total contract price, or the time required for contract performance.

(iv) Changes any of the expressed terms, conditions or specifications of this contract.

Interfere with the contractor's right to perform the terms and conditions of the contract.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
				J	1 3
2 AMENDMENT/MODIFICATION NO P00006	3 EFFECTIVE DATE 30-Sep-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1013	7 ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR POST OFFICE BOX 549 FORT MEADE MD 20755-0549		CODE	HC1047
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018
				X	10B. DATED (SEE ITEM 13) 03-Dec-2014
CODE 6WEN1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-5, "Evaluation of Options"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hoffma1k151593 The purpose of this modification is to add funding in the amount of ██████████ to Optional CLIN 0004 - Test Equipment. The equipment is already priced in "Volume IV Part A - Price and Provisioning Schedule" incorporated into the contract. The following equipment is being purchased via this modification: 3.4 Optical Spectrum Analyzer; 1 @ ██████████ 3.7 Rack Mounted DC and Capacitance Test Set; 2 @ ██████████ = ██████████ POC for this modification is Katie Hoffmann ██████████					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SCOTT F. SAUTMAN / CONTRACTING OFFICER		
			TEL: ██████████ EMAIL: ██████████		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16C. DATE SIGNED 30-Sep-2015	
				(Signature of Contracting Officer)	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$ [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0004

The option status has changed from Option to Option Exercised.

SUBCLIN 000401 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000401	Funds for Optical Analyzer & Rack Mount FFP Purchase of 1 Optical Spectrum Analyzer and 2 Rack Mounted DC and Capacitance Test Sets for a total of \$112,667.00 in accordance with "Volume IV Part A - Price and Provisioning Schedule." FOB: Destination				[REDACTED]
				NET AMT	[REDACTED]
	ACRN AC CIN: CFPNS115I077000401				[REDACTED]

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000401:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 000401:

Funding on SUBCLIN 000401 is initiated as follows:

ACRN: AC

CIN: CFPNS115I077000401

Acctng Data: 97X4930 5F20 000 C1013 0 068142 2F 310010 YI09P3 CFPOT CFPNS115I077

Increase: ██████████

Total: ██████████

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2 AMENDMENT/MODIFICATION NO P00007		3 EFFECTIVE DATE 06-Oct-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISA/DITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406		CODE HC1013	7 ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR POST OFFICE BOX 549 FORT MEADE MD 20755-0549		CODE HC1047	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018		
				X 10B. DATED (SEE ITEM 13) 03-Dec-2014		
CODE 6WEN1		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, "Changes - Fixed Price"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hoffma1k151602 The purpose of this modification is to execute a no-cost six week extension to the base period through 15 Jan 16 due to delays in delivering the submarine fiber optic cable in accordance with CLIN 0001 and CLIN 0010. Option Year 1 will begin upon completion of the Base Year. All other contract terms and conditions remain unchanged. POC for this modification is Katie Hoffmann, ██████████						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SCOTT F. SAUTMAN / CONTRACTING OFFICER		
				TEL: ██████████ EMAIL: ██████████		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY ██████████ (Signature of Contracting Officer)		06-Oct-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from:

Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 01 JUN 2014 – 30 NOV 2015

To:

Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 01 JUN 2014 – 15 JAN 2016.

CLIN 0010

The CLIN extended description has changed from:

In-Scope Modification to CLIN 0001. Because of separate funding documents, CLIN 0010 was created. Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 26 MAR 2015 – 30 NOV 2015

To:

In-Scope Modification to CLIN 0001. Because of separate funding documents, CLIN 0010 was created. Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 26 MAR 2015 – 15 JAN 2016.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1	3
2 AMENDMENT/MODIFICATION NO P00008		3 EFFECTIVE DATE 30-Dec-2015	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406		CODE HC1013	7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018		
				X 10B. DATED (SEE ITEM 13) 03-Dec-2014		
CODE 6WEN1		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, "Changes - Fixed Price"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: hoffma1k16386 The purpose of this modification is to add one additional training course which is already pre-priced in the contract and one on-site technician to provide support during the interim period for approximately two weeks prior to the final commissioning of the system. POC for this modification is Katie Day, ██████████						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEVIN T. EVERSGERD / CONTRACT NG OFFICER		
				TEL: ██████████ EMAIL: ██████████		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			B ██████████		30-Dec-2015	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED].

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000101 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Funds for Training/Support Technician FFP Contractor is required to provide one additional Type A training class in accordance with PWS 2 m.i. and Temporary On-Site Support Services in accordance with PWS 2 n.vi. FOB: Destination				[REDACTED]
				NET AMT	[REDACTED]
	ACRN AD CIN: CFPNS116I107000101				[REDACTED]

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 000101:

Funding on SUBCLIN 000101 is initiated as follows:

ACRN: AD

CIN: CFPNS1161107000101

Acctng Data: 97X4930 5F20 000 C1013 0 068142 2F 252020 YI03P6 CFPOT CFPNS1161107

Increase: [REDACTED]

Total: [REDACTED]

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES
				J	1 3
2 AMENDMENT/MODIFICATION NO P00009	3 EFFECTIVE DATE 13-Jan-2016	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1013	7 ADMINISTERED BY (If other than item 6)		CODE	
		See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018
				X	10B. DATED (SEE ITEM 13) 03-Dec-2014
CODE 6WEN1	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, "Changes - Fixed Price"					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: day1k16427 The purpose of this modification is to issue a no-cost PoP extension of the base year through 1 April 2016. FAR Clause FAR 52.217-9 has also been revised to reflect the total length of contract being 6 years, 9 months. POC for this modification is Katie Day, ██████████					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
			KEVIN T. EVERSGERD / CONTRACT NG OFFICER		
			TEL: ██████████ EMAIL: ██████████		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)			B ██████████		13-Jan-2016

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The CLIN extended description has changed from:

Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 01 JUN 2014 – 15 JAN 2016

To:

Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 01 JUN 2014 – 1 APRIL 2016.

CLIN 0010

The CLIN extended description has changed from:

In-Scope Modification to CLIN 0001. Because of separate funding documents, CLIN 0010 was created. Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 26 MAR 2015 – 15 JAN 2016

To:

In-Scope Modification to CLIN 0001. Because of separate funding documents, CLIN 0010 was created. Guantanamo Bay to Dania Beach Submarine Fiber Optic Cable (GTMO SFOC) The Contractor shall deliver a submarine fiber optic cable from Dania Beach, FL to US Naval Station Guantanamo Bay (GTMO), in accordance with the Statement of Work dated 20 August 2013 incorporated in Section J. See Section G1.3 for Performance-Based Payments Period of Performance: 26 MAR 2015 – 1 APRIL 2016.

SECTION I - CONTRACT CLAUSES

The following have been modified:

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 any time prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 6 years and 9 months.

(End of clause)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1 3	
2 AMENDMENT/MODIFICATION NO P00010	3 EFFECTIVE DATE 27-Jan-2016	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1013	7 ADMINISTERED BY (If other than item 6)		CODE		
		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018	
				X	10B. DATED (SEE ITEM 13) 03-Dec-2014	
CODE 6WEN1	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1, "Changes - Fixed Price"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: day1k16496 The purpose of this modification is to add funds for the contract variations resulting from the comprehensive marine route survey. The PWS is also updated to reflect these revisions. This modification is adding funds in the amount of ██████████ POC for this modification is Katie Day, ██████████						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			KEVIN T. EVERSGERD / CONTRACT NG OFFICER			
			TEL: ██████████ EMAIL: ██████████			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. SIGNATURE OF CONTRACTING OFFICER		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			██████████ (Signature of Contracting Officer)		28-Jan-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED].

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0001

The unit price amount has increased by [REDACTED] from [REDACTED] to [REDACTED].

The total cost of this line item has increased by [REDACTED] from [REDACTED] to [REDACTED].

SUBCLIN 000102 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Funds for Contract Variation FFP This subCLIN is providing funds for contract variations resulting from the comprehensive marine route survey. Xtera labeled these variations as CV4-2.1 through CV4-2.6, totaling [REDACTED] FOB: Destination				[REDACTED]
				NET AMT	[REDACTED]
	ACRN AE CIN: CFPNS116I108000102				[REDACTED]

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 000102:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED]

SUBCLIN 000102:

Funding on SUBCLIN 000102 is initiated as follows:

ACRN: AE

CIN: CFPNS1161108000102

Acctng Data: 97X4930 5F20 000 C1013 0 068142 2F 310010 YI06P6 CFPOT CFPNS1161108

Increase: \$ [REDACTED]

Total: [REDACTED]

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1 3	
2 AMENDMENT/MODIFICATION NO P00011	3 EFFECTIVE DATE 02-Apr-2016	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1013	7 ADMINISTERED BY (If other than item 6) See Item 6		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018	
				X	10B. DATED (SEE ITEM 13) 03-Dec-2014	
CODE 6WEN1	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: day1k16709 A. The purpose of this modification is to exercise Option 1 of the contract. CLINs 1007, 1008, and 1009 will be exercised. B. As a result, the contract value/funding is increased by ██████████ C. All other terms and conditions remain unchanged. POC for this modification is Katie Day ██████████						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEVIN T. EVERSGERD / CONTRACT NG OFFICER			
			TEL: ██████████ EMAIL: ██████████			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. DATE SIGNED		
(Signature of person authorized to sign)				16-Mar-2016		
				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED].

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1007

The pricing detail quantity has increased by 1.00 from 0.00 to 1.00.
The option status has changed from Option to Option Exercised.

CLIN 1008

The option status has changed from Option to Option Exercised.

CLIN 1009

The option status has changed from Option to Option Exercised.

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule for CLIN 1007 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 02-APR-2016 TO 01-APR-2017	N/A	N/A FOB: Destination	

The following Delivery Schedule for CLIN 1008 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 02-APR-2016 TO 01-APR-2017	N/A	N/A FOB: Destination	

The following Delivery Schedule for CLIN 1009 has been added:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
POP 02-APR-2016 TO 01-APR-2017	N/A	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN 1008:

AF: 97X4930.5F20 000 C1013 0 068142 2F 252020 YI03P6 CFPOT CFPNS116I134 (CIN CFPNS116I1341008) was increased by [REDACTED] from [REDACTED] to [REDACTED]

The contract ACRN AF has been added.

The CIN CFPNS116I1341008 has been added.

CLIN 1009:

AF: 97X4930.5F20 000 C1013 0 068142 2F 252020 YI03P6 CFPOT CFPNS116I134 (CIN CFPNS116I134) was increased by [REDACTED] from [REDACTED] to [REDACTED]

The contract ACRN AF has been added.

The CIN CFPNS116I134 has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1	2
2 AMENDMENT/MODIFICATION NO P00012		3 EFFECTIVE DATE 29-Mar-2016	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)	
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406		CODE HC1013	7 ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018		
				X 10B. DATED (SEE ITEM 13) 03-Dec-2014		
CODE 6WEN1		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: day1k16790 The purpose of this modification is to correct an internal system error. Because CLINs 1007 and 2007 had a unit price of \$0.00 at time of award, a cost constraint of "Not Separately Priced" has been added. All other terms and conditions remain unchanged. POC for this modification is Katie Day ██████████						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEVIN T. EVERSGERD / CONTRACT NG OFFICER		
				TEL: ██████████ EMAIL: ██████████		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA B ██████████		16C. DATE SIGNED 30-Mar-2016	
(Signature of person authorized to sign)			(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1007

The cost constraint NSP has been added.

CLIN 2007

The cost constraint NSP has been added.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE	PAGE OF PAGES	
				J	1 4	
2 AMENDMENT/MODIFICATION NO P00013	3 EFFECTIVE DATE 06-Sep-2016	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)		
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1013	7 ADMINISTERED BY (If other than item 6)		CODE		
		See Item 6				
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018	
				X	10B. DATED (SEE ITEM 13) 03-Dec-2014	
CODE 6WEN1	FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.217-7, "Option for Increased Quantity - Separately Priced Line Item"						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: day1k161622 A. The purpose of this modification is to exercise Optional CLIN 0006 - Lab Test Bed. Because not all of the optional equipment is being purchased, subCLIN 0006AA is created and funded in the amount of ██████████. A listing of the equipment being purchased will be forwarded with this modification. As such, subCLIN 0006AB is created as an optional line item, priced at ██████████, for the remaining items on CLIN 0006. B. As a result, the total cost of contract is increased by ██████████ from ██████████ to ██████████. C. The Alternate COR (Porter Balanza) is removed. D. All other terms and conditions remain unchanged. POC for this modification is Katie Day, ██████████						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			KEVIN T. EVERSGERD / CONTRACTING OFFICER			
			TEL: ██████████ EMAIL: ██████████			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. BY		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			██████████ (Signature of Contracting Officer)		06-Sep-2016	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by [REDACTED] from [REDACTED] to [REDACTED]

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0006

The CLIN type priced has been deleted.

The pricing detail quantity 1.00 has been deleted.

The unit price amount has decreased by [REDACTED] from [REDACTED] to [REDACTED].

The unit of issue Lot has been deleted.

The option status has changed from Option to Option Exercised.

The total cost of this line item has decreased by [REDACTED] from [REDACTED] to UNDEFINED.

SUBCLIN 0006AA is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AA	Funds for Purchase of Lab Test Bed FFP	1	Lot	[REDACTED]	[REDACTED]
	Funds in the amount of [REDACTED] to purchase optional items off CLIN 0006 via P00013. Equipment listing sent with P00013. FOB: Destination				
				NET AMT	[REDACTED]
	ACRN AG CIN: CFPNS116I192000601				[REDACTED]

SUBCLIN 0006AB is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006AB		1	Lot	██████████	██████████
OPTION	Remaining Funds for Lab Test Bed FFP FOB: Destination				
				NET AMT	██████████

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AA:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 0006AB:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item has been added to SUBCLIN 0006AA:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
06-OCT-2016	1	N/A FOB: Destination	

SECTION G - CONTRACT ADMINISTRATION DATA

Accounting and Appropriation

Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by ██████████ from ██████████ to ██████████

SUBCLIN 0006AA:

Funding on SUBCLIN 0006AA is initiated as follows:

ACRN: AG

CIN: CFPNS116I192000601

Acctng Data: 97X4930.5F20 000 C1013 0 068142 2F 252005 YI02M6 CFPOT CFPNS1161192

Increase: [REDACTED]

Total [REDACTED]

The following have been modified:

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer Name:

Kevin Eversgerd

Organization: DISA/DITCO-SCOTT/PL82

Phone No: [REDACTED]

E-Mail: [REDACTED]

Contract Specialist Name:

Katie Day

Organization: DISA/DITCO-SCOTT/PL82

Phone No: [REDACTED]

E-Mail: [REDACTED]

Contracting Officer's Representative (COR) Point of Contact Name:

Charles W. Johnson

Organization/Office Symbol: DISA/IE

Phone No.: [REDACTED]

E-Mail Address: [REDACTED]

Alternate COR Point of Contact Name:

Organization/Office Symbol:

Phone No.:

E-Mail Address:

Contractor Point of Contact:

[REDACTED]

Contractor Legal Business Name: Xtera Communications, Inc.

DUNS: 010726144

CAGE CODE: 6WEN1

E-Mail Address: [REDACTED]

Phone Number: [REDACTED]

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1 CONTRACT ID CODE J	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO P00014	3 EFFECTIVE DATE 02-Dec-2016	4 REQUISITION/PURCHASE REQ NO		5 PROJECT NO (If applicable)
6 ISSUED BY DISADITCO-SCOTT 2300 EAST DRIVE SCOTT AFB IL 62225-5406	CODE HC1013	7 ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) XTERA COMMUNICATIONS, INC. ██████████ 500 W BETHANY DR STE 100 ALLEN TX 75013-3727		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-14-C-4018		
		X 10B. DATED (SEE ITEM 13) 03-Dec-2014		
CODE 6WEN1	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: day1k17229 A. The purpose of this modification is to update the Contracting Officer, Contract Specialist, and Alternate COR POC's in Clause FAR 52.204-9000, "Points of Contact." B. All other contract terms and conditions remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KATIE S. DAY / CONTRACTING OFFICER		
		TEL: ██████████	EMAIL: ██████████	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA B ██████████		16C. DATE SIGNED 02-Dec-2016
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer Name:

Katie Day

Organization: DISA/DITCO-SCOTT/PL82

Phone No. [REDACTED]

E-Mail: [REDACTED]

Contract Specialist Name:

Edward Whittaker

Organization: DISA/DITCO-SCOTT/PL82

Phone No.: [REDACTED]

E-Mail: [REDACTED]

Contracting Officer's Representative (COR) Point of Contact Name:

Charles W. Johnson

Organization/Office Symbol: DISA/IE

Phone No. [REDACTED]

E-Mail Address [REDACTED]

Alternate COR Point of Contact Name:

Myron (Ronnie) Wright

Organization/Office Symbol: DISA/IE

Phone No. [REDACTED]

E-Mail Address: [REDACTED]

Contractor Point of Contact:

[REDACTED]

Contractor Legal Business Name: Xtera Communications, Inc.

DUNS: 010726144

CAGE CODE: 6WEN1

E-Mail Address: [REDACTED]

Phone Number: [REDACTED]

(End of Summary of Changes)