

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 29-Oct-2012	4. REQUISITION/PURCHASE REQ. NO. 1300308977	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 selene.cong@navy.mil 619-524-7346	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS Technology 2243 San Diego Ave San Diego CA 92110		[X]	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-NS10
			10B. DATED (SEE ITEM 13) 15-Sep-2011
CAGE CODE 1BGW9	FACILITY CODE		

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[ ]	
[ ]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[ ]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Unilateral per FAR 52.232-22 and Clause C-8

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David J Chesnut, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/David J Chesnut (Signature of Contracting Officer)	16C. DATE SIGNED 29-Oct-2012
(Signature of person authorized to sign)			

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to provide incremental funding and authorize a key personnel substitution, as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,411,532.65 by \$39,000.00 to \$3,450,532.65.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410113	SCN	0.00	12,000.00	12,000.00
410114	SCN	0.00	12,000.00	12,000.00
410115	SCN	0.00	10,000.00	10,000.00
410116	SCN	0.00	5,000.00	5,000.00

The total value of the order is hereby increased from \$3,845,136.00 by \$0.00 to \$3,845,136.00.

Revise clause C-8 by deleting Lonnie Coleman and inserting Jessica Markowicz therefor.

A conformed copy of the task order is attached to this modification for informational purposes.

All other terms and conditions remain unchanged.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 1 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	Base Year Labor (TBD)	1.0	LO	\$1,752,021.00	\$87,601.00	\$1,839,622.00
400101	ACRN AA (O&MN,N)					
400102	ACRN AB (O&MN,N)					
400103	ACRN AC (O&MN,N)					
400104	ACRN AD (O&MN,N)					
400105	ACRN AE (O&MN,N)					
400106	ACRN AF (O&MN,N)					
400107	ACRN AG (O&MN,N)					
400108	ACRN AH (O&MN,N)					
400109	ACRN AJ (SCN)					
400110	ACRN AK (O&MN,N)					
400111	ACRN AL (O&MN,N)					
400112	ACRN AM (SCN)					
400113	ACRN AN (SCN)					
400114	ACRN AP (RDT&E)					
400115	ACRN AQ (RDT&E)					
400116	ACRN AR (O&MN,N)					
400117	ACRN AS (O&MN,N)					
400118	ACRN BM (O&MN,N)					
400119	ACRN BN (O&MN,N)					
4101	Option Year 1 Labor (TBD)	1.0	LO	\$1,787,061.00	\$89,353.00	\$1,876,414.00
410101	ACRN BA (O&MN,N)					
410102	ACRN BB (O&MN,N)					
410103	ACRN BC (O&MN,N)					
410104	ACRN BD (O&MN,N)					
410105	ACRN BE (O&MN,N)					

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 2 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

410106 ACRN BF (O&MN,N)

410107 ACRN BG (O&MN,N)

410108 ACRN BH (O&MN,N)

410109 ACRN BJ (O&MN,N)

410110 ACRN BK (O&MN,N)

410111 ACRN BL (SCN)

410112 ACRN BP (O&MN,N)

410113 ACRN BQ (SCN)

410114 ACRN BR (SCN)

410115 ACRN BS (SCN)

410116 ACRN BT (SCN)

4201	Option Year 2 Labor (TBD) Option	1.0	LO	\$1,822,803.00	\$91,140.00	\$1,913,943.00
------	--	-----	----	----------------	-------------	----------------

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6001	Base Year ODC & Travel (TBD)	1.0	LO	\$64,550.00
600101	ACRN AA (O&MN,N)			
600102	ACRN AE (O&MN,N)			
600103	ACRN BM (O&MN,N)			
6101	Option Year 1 ODC & Travel (TBD)	1.0	LO	\$64,550.00
610101	ACRN BB (O&MN,N)			
610102	ACRN BG (O&MN,N)			
6201	Option Year 2 ODC & Travel (TBD) Option	1.0	LO	\$64,550.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	Option Year 3 Labor (TBD) Option	1.0	LO	\$1,859,259.00	\$92,963.00	\$1,952,222.00
7101	Option Year 4 Labor (TBD)	1.0	LO	\$1,896,444.00	\$94,822.00	\$1,991,266.00

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 3 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9001	Option Year 3 ODC & Travel (TBD) Option	1.0	LO	\$64,550.00
9101	Option Year 4 ODC & Travel (TBD) Option	1.0	LO	\$64,550.00

### B-1 ADDITIONAL SLINS

(a) The Contracting Officer may create additional SLINs during performance of this Task Order to accommodate multiple types of funds.

### B-2 OTHER DIRECT COSTS

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

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

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is:

<u>PERFORMANCE PERIOD</u>	<u>CLIN</u>	<u>DIRECT LABOR HOURS</u>
BASE YEAR	4001	36,780
OPTION I	4101	36,780
OPTION II	4201	36,780
OPTION III	7001	36,780
OPTION IV	7101	36,780

The above direct labor hours include the following proposed uncompensated overtime hours.

<u>PERFORMANCE PERIOD</u>	<u>CLIN</u>	<u>PROPOSED UNCOMPENSATED OVERTIME HOURS</u>
BASE YEAR	4001	2,354
OPTION I	4101	3,344
OPTION II	4201	3,344
OPTION III	7001	3,344

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 4 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

OPTION IV	7101	3,344
-----------	------	-------

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **SEE TABLE BELOW** per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

<b><u>PERFORMANCE PERIOD</u></b>	<b><u>CLIN</u></b>	<b><u>FIXED FEE</u></b>	<b><u>DIRECT LABOR HOURS</u></b>	<b><u>FEE PER DIRECT LABOR HOUR</u></b>
BASE YEAR	4001	\$87,601	36,780	\$2.3818
OPTION I	4101	\$89,353	36,780	\$2.4294
OPTION II	4201	\$91,140	36,780	\$2.4780
OPTION III	7001	\$92,963	36,780	\$2.5275
OPTION IV	7101	\$94,822	36,780	\$2.5781

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

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

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

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of cost and fee are as follows:

ITEMAMOUNT ALLOTTED (COST AND FEE)	
4001	\$1,696,931.98
6001	\$13,950.67

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS10	07	5 of 33	

4101	\$1,725,040.00
6101	\$14,610
4201	\$0
6201	\$0
7001	\$0
9001	\$0
7101	\$0
9101	\$0

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 6 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

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

Work under this Task Order shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS), Attachment No. 2 Performance Requirements Summary Matrix (PRSM), and Exhibit A Contract Data Requirements List (CDRL).

### **C-2 QUALITY ASSURANCE SURVEILLANCE PLAN**

Attachment No. 3 Quality Assurance Surveillance Plan (QASP) provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedies established, will help ensure that service levels are of high quality throughout the Task Order term.

### **C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)**

The work to be performed under this Task Order involves access to and handling of classified material up to and including Secret and is subject to contract security classification specifications delineated in Attachment No. 4, DD Form 254.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

### **C-4 INFORMATION ASSURANCE (IA)**

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



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 7 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **C-5 WORKWEEK (DEC 1999) (SPAWAR C-315)**

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

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 8 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)**

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

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

(1) Routine inspection of contractor occupied work spaces.

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

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

## **C-7 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)**

(a) The Government has determined that the following exemption(s) to the Electronic and

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 9 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

X This procurement does not include EIT and therefore Section 508 Accessibility Standards (36 CFR

Part 1194) are not applicable.

\_\_\_ The EIT to be provided under this contract has been designated as a National Security System.

\_\_\_ The EIT acquired by the contractor is incidental to this contract.

\_\_\_ The EIT to be provided under this contract would require a fundamental alteration in the nature of the

product or its components in order to comply with the EIT Accessibility Standards.

\_\_\_ The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

\_\_\_ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

\_\_\_ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior

to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

## **C-8 KEY PERSONNEL**

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

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 10 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) List of Key Personnel

NAME

CONTRACT LABOR CATEGORY

SR MGMT/CONTRACTS/FINANCIAL SPECIALIST

SR MGMT/CONTRACTS/FINANCIAL SPECIALIST

MID MGMT/CONTRACTS/FINANCIAL SPECIALIST

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 11 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

See Section G – Contracting Officer’s Representative

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 12 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE--DESTINATION**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his/her duly authorized representative.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 13 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

### **F-1 PERIODS OF PERFORMANCE**

#### **BASE PERIOD:**

4001 15 September 2011 - 14 September 2012

6001 15 September 2011 - 14 September 2012

#### **OPTION 1:**

4101 15 September 2012 - 14 September 2013

6101 15 September 2012 - 14 September 2013

#### **OPTION 2:**

4201 15 September 2013 - 14 September 2014

6201 15 September 2013 - 14 September 2014

#### **OPTION 3:**

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 14 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7001 15 September 2014 - 14 September 2015

9001 15 September 2014 - 14 September 2015

OPTION 4:

7101 15 September 2015 - 14 September 2016

9101 15 September 2015 - 14 September 2016

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



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 15 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G-1 STANDARD MONTHLY STATUS REPORTS**

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

### **G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (DFARS 252.204-0012)**

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a cost-plus-fixed-fee (term) task order.

### **G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF)**

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

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 16 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S0514A
Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DODAAC:	HAA05B
Service Approver DODAAC:	N00039
PAY DODAAC:	HQ0339

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 17 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Send Additional Email Notification To:
<a href="mailto:tammy.strayhorn@navy.mil">tammy.strayhorn@navy.mil</a>
<a href="mailto:louann.rodde@navy.mil">louann.rodde@navy.mil</a>
<a href="mailto:jacqueline.schmitt@navy.mil">jacqueline.schmitt@navy.mil</a>
<a href="mailto:david.chesnut@navy.mil">david.chesnut@navy.mil</a>

## **G-5 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Brad Vetting

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: [brad.vetting@navy.mil](mailto:brad.vetting@navy.mil)

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

The SPAWAR Contracting Officer's Representative for this Task Order is:

Name: Tammy Strayhorn

Code: SPAWAR 1211

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (858) 537-0446

E-Mail: [tammy.strayhorn@navy.mil](mailto:tammy.strayhorn@navy.mil)

## **G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM**

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 18 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

<http://www.cpars.navy.mil/>.

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

Accounting Data		
SLINID	PR Number	Amount
400101	1300227133	281101.00
LLA :		
AA 1711804 5T6M 252 00039 0 050120 2D 000000 A00000877909		
CIN 130022713300001		
400102	1300227133	97144.00
LLA :		
AB 1711804 5T6M 252 00039 0 050120 2D 000000 A10000877909		
CIN 130022713300002		
400103	1300227133	326910.00
LLA :		
AC 1711804 5B2B 252 00039 0 050120 2D 000000 A80000877909		
CIN 130022713300003		
400104	1300227133	34350.00
LLA :		
AD 1711804 5B2B 252 00039 0 050120 2D 000000 A20000877909		
CIN 130022713300004		
400105	1300227133	128900.00
LLA :		
AE 1711804 5T6M 252 00039 0 050120 2D 000000 A30000877909		
CIN 130022713300005		
400106	1300227133	118104.00
LLA :		
AF 1711804 5T6M 252 00039 0 050120 2D 000000 A50000877909		
CIN 130022713300007		
400107	1300227133	113000.00
LLA :		
AG 1711804 5T6M 252 00039 0 050120 2D 000000 A60000877909		
CIN 130022713300008		
400108	1300227133	106379.00
LLA :		
AH 1711804 5T6M 252 00039 0 050120 2D 000000 A70000877909		
CIN 130022713300009		
600101	1300227133	7574.00
LLA :		
AA 1711804 5T6M 252 00039 0 050120 2D 000000 A00000877909		
CIN 130022713300001		
600102	1300227133	11100.00
LLA :		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS10	07	19 of 33	

AE 1711804 5T6M 252 00039 0 050120 2D 000000 A30000877909  
CIN 130022713300005

BASE Funding 1224562.00  
Cumulative Funding 1224562.00

MOD 01 Funding 0.00  
Cumulative Funding 1224562.00

MOD 02

400109 1300247616 12000.00  
LLA :  
AJ 1701811 1390 252 3ZWXL 0 068342 2D 000000 29787400101B  
CIN 130024761600004

400110 1300247616 213000.00  
LLA :  
AK 1721804 5T6M 252 00039 0 050120 2D 000000 A00001040709  
CIN 130024761600001

400111 1300247616 95434.00  
LLA :  
AL 1721804 5T6M 252 00039 0 050120 2D 000000 A10001040709  
CIN 130024761600002

400112 1300247616 4000.00  
LLA :  
AM 1771811 1388 252 3ZWCL 0 068342 2D 000000 20101400005A  
CIN 130024761600005

400113 1300247616 12000.00  
LLA :  
AN 1791811 1390 252 3ZWXL 0 068342 2D 000000 29785400101B  
CIN 130024761600006

400114 1300247616 60000.00  
LLA :  
AP 9712130400 2520 XWS PA68F Y 12A2FY 12 137100 00251HQ00062 102390400040604880C00 044  
411  
CIN 130024761600003

MOD 02 Funding 396434.00  
Cumulative Funding 1620996.00

MOD 03

400115 1300268818 46457.00  
LLA :  
AQ 1721319 X7HX 255 00039 0 050120 2D 000000 A00001188066  
CIN 130026881800001

400116 1300268818 38000.00  
LLA :  
AR 1721804 5B2B 252 00039 0 050120 2D 000000 A10001188066  
CIN 130026881800002

400117 1300268818 21049.00  
LLA :  
AS 1721804 5T6M 252 00039 0 050120 2D 000000 A20001188066  
CIN 130026881800003

MOD 03 Funding 105506.00  
Cumulative Funding 1726502.00

MOD 04

410101 1300302630 176653.00  
LLA :  
BA 1721804 5B2B 252 00039 0 050120 2D 000000 A00001382208  
CIN 130030263000001

410102 1300302630 384753.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS10	07	20 of 33	

LLA :  
BB 1721804 5B2B 252 00039 0 050120 2D 000000 A10001382208  
CIN 130030263000002

410103 1300302630 156877.00  
LLA :  
BC 1721804 5B2B 252 00039 0 050120 2D 000000 A20001382208  
CIN 130030263000003

410104 1300302630 106358.00  
LLA :  
BD 1721804 5B2B 252 00039 0 050120 2D 000000 A90001382208  
CIN 130030263000011

410105 1300302630 65975.00  
LLA :  
BE 1721804 5T6M 252 00039 0 050120 2D 000000 A30001382208  
CIN 130030263000004

410106 1300302630 172754.00  
LLA :  
BF 1721804 5T6M 252 00039 0 050120 2D 000000 A40001382208  
CIN 130030263000005

410107 1300302630 207950.00  
LLA :  
BG 1721804 5T6M 252 00039 0 050120 2D 000000 A50001382208  
CIN 130030263000006

410108 1300302630 7500.00  
LLA :  
BH 1721804 5T6M 252 00039 0 050120 2D 000000 A60001382208  
CIN 130030263000007

410109 1300302630 158062.00  
LLA :  
BJ 1721804 5T6M 252 00039 0 050120 2D 000000 A70001382208  
CIN 130030263000008

410110 1300302630 222158.00  
LLA :  
BK 1721804 5T6M 252 00039 0 050120 2D 000000 A80001382208  
CIN 130030263000009

410111 1300302630 10000.00  
LLA :  
BL 1781811 1388 252 3ZWCL 0 068342 2D 000000 20101400006A  
CIN 130030263000010

610101 1300302630 9560.00  
LLA :  
BB 1721804 5B2B 252 00039 0 050120 2D 000000 A10001382208  
CIN 130030263000002

610102 1300302630 5050.00  
LLA :  
BG 1721804 5T6M 252 00039 0 050120 2D 000000 A50001382208  
CIN 130030263000006

MOD 04 Funding 1683650.00  
Cumulative Funding 3410152.00

MOD 05

400118 1300289414 4615.00  
LLA :  
BM 1721804 5T6M 252 00039 0 050120 2D 000000 A00001311851  
CIN 130028941400001

400119 1300302630 10000.00  
LLA :  
BN 1721804 5T6M 252 00039 0 050120 2D 000000 B00001382208  
CIN 130030263000012

600102 1300227133 (6705.33)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS10	07	21 of 33	

LLA :  
AE 1711804 5T6M 252 00039 0 050120 2D 000000 A30000877909  
CIN 130022713300005

600103 1300289414 1982.00  
LLA :  
BM 1721804 5T6M 252 00039 0 050120 2D 000000 A00001311851  
CIN 130028941400001

MOD 05 Funding 9891.67  
Cumulative Funding 3420043.67

MOD 06

400105 1300227133 (6413.24)  
LLA :  
AE 1711804 5T6M 252 00039 0 050120 2D 000000 A30000877909  
CIN 130022713300005

400109 1300247616 (789.95)  
LLA :  
AJ 1701811 1390 252 3ZWXL 0 068342 2D 000000 29787400101B  
CIN 130024761600004

400110 1300247616 (11142.45)  
LLA :  
AK 1721804 5T6M 252 00039 0 050120 2D 000000 A00001040709  
CIN 130024761600001

400114 1300247616 (3615.13)  
LLA :  
AP 9712130400 2520 XWS PA68F Y 12A2FY 12 137100 00251HQ00062 102390400040604880C00 044  
411  
CIN 130024761600003

400115 1300268818 (3550.25)  
LLA :  
AQ 1721319 X7HX 255 00039 0 050120 2D 000000 A00001188066  
CIN 130026881800001

410112 1300308081 17000.00  
LLA :  
BP 1721804 5T6M 252 00039 0 050120 2D 000000 A00001429565  
CIN 130030808100001: \$17,000.00

MOD 06 Funding -8511.02  
Cumulative Funding 3411532.65

MOD 07

410113 100308977 12000.00  
LLA :  
BQ 1711611 1224 252 SH400 0 050120 2D 000000 A00001439608  
CIN 130030897700001

410114 1300308977 12000.00  
LLA :  
BR 1711611 1224 252 SH400 0 050120 2D 000000 A10001439608  
CIN 130030897700002

410115 1300308977 10000.00  
LLA :  
BS 1721611 1224 252 SH400 0 050120 2D 000000 A20001439608  
CIN 130030897700003

410116 1300308977 5000.00  
LLA :  
BT 1721611 C281 252 24VCS 0 050120 2D 000000 A30001439608  
CIN 130030897700004

MOD 07 Funding 39000.00  
Cumulative Funding 3450532.65

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 22 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H.19 Small Business Size Status.

### **H-2 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)**

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

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

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

### **H-3 DATA RIGHTS**

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



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 23 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

#### **H-4 CONTRACTOR PICTURE BADGE**

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

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

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

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

#### **H-5 CONTRACTOR IDENTIFICATION**

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

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

#### **H-6 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)**

(a) Definition.

"Confidential Business Information," (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data as that term is defined DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 24 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

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

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

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

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

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

(h) The Contractor shall submit signed Contractor and Contractor Employee Non-Disclosure Agreement when so instructed by the Contracting Officer.

## **H-7 TECHNICAL INSTRUCTIONS**

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 25 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

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

## **H-8 ORGANIZATIONAL CONFLICT OF INTEREST**

The HQ C-2-0037 Organizational Conflict of Interest (NAVSEA) (JUL 2000) clause in the basic SeaPort IDIQ contract is incorporated in this task order by reference.

## **H-9 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 26 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

## **H-10 REIMBURSEMENT OF TRAVEL COSTS**

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

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

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

### **(b) General**

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

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas),

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 27 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 28 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

per paragraph (a).

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

(vi) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 29 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

employee returns to residence, a distance of 18 miles.

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

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles.

Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

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

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles.

Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

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

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

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

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

Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

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

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles.

Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

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

## **H-11 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING NAVY ENTERPRISE RESOURCE PLANNING (ERP) MANAGEMENT SYSTEM**

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 30 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing any Navy ERP System, contractor personnel shall contact the applicable Navy, Marine Corps Internet (NMCI), Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website at: [https://nmcicustomerreporting/CTR\\_Lookup/index.asp](https://nmcicustomerreporting/CTR_Lookup/index.asp) Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role required via the Contracting Officers Representative (COR) to the Competency Role Mapping POC. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) For this procedure, reference to the COR shall mean the PCO for contracts that do not have a designated COR. For directions on completing the SF85P, the contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(c) For DoD Information Assurance Awareness training, please use this site:

<http://iase.disa.mil/index2.html>

DIRECTIONS: On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness."

## **H-12 ADVANCE AGREEMENT PER FAR 31.109 AND FAR 31.201-6**

The parties mutually agree that \$32,000 in costs for Compensation for Personal Services, as defined at FAR 31.205-6, inclusive of directly associated costs, shall be expressly unallowable for the period September 15, 2011 through December 31, 2011, and shall be identified and excluded from any billing, claim, or proposal applicable to a Government contract.



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 31 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2008)

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

### I-2 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (MAY 2010)

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

"Covered subcontractor" means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

"Subcontract" means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

- (b) The Contractor—

- (1) Agrees not to—

- (i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

- (A) Any claim under title VII of the Civil Rights Act of 1964; or

- (B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

- (ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

- (A) Any claim under title VII of the Civil Rights Act of 1964; or

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 07	PAGE 32 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each

covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7403.

(End of clause)

### **I-3 CLAUSES INCORPORATED BY REFERENCE**

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)

52.219-14 Limitations on Subcontracting (DEC 1996)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS10	07	33 of 33	

## SECTION J LIST OF ATTACHMENTS

Attachment 1 Performance Work Statement

Attachment 2 Performance Requirements Summary Matrix (PRSM)

Attachment 3 Quality Assurance Surveillance Plan (QASP)

Attachment 4 Contract Security Classification Specification (DD Form 254)

Attachment 5 Information Access Agreement (Contractor)

Attachment 6 Information Access Agreement (Contractor Employee)

Exhibit A CDRL (DD Form 1423)