

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 26	3. EFFECTIVE DATE 12-Dec-2011	4. REQUISITION/PURCHASE REQ. NO. 1300237417	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110	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-NS05
			10B. DATED (SEE ITEM 13) 01-Oct-2007
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) FAR Clause 52.232-22, Limitation of Funds

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) Stephen Beckner, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Stephen Beckner (Signature of Contracting Officer)	16C. DATE SIGNED 12-Dec-2011
(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. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

a. The purpose of this modification is to provide incremental funding and update clause B-3, as follows:

1. Total funded amount is hereby increased from

CLIN FROM	BY	TO
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1001

1101

3001

3101

4201

4301

4401

6201

6301

6401

FAR Clause 52.232-22, Limitation of Funds, applies to CLINs.

2. Clause B-3 is hereby updated to reflect revised allotment of funds.

b. A conformed copy of this task order is attached to this modification.

c. All other terms and conditions remain unchanged.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 1 of 37	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
1001	Labor - Base Year - FY08 (TBD)	1.0	LO			
100101	ACRN AA (TBD)					
100102	ACRN AB (TBD)					
100103	ACRN AC (TBD)					
100104	ACRN AD (TBD)					
100105	ACRN AE (TBD)					
100106	ACRN AF (TBD)					
100107	ACRN AG (TBD)					
100108	ACRN AH (TBD)					
100109	ACRN AJ (TBD)					
1101	Labor - Option Year 1 - FY09 (TBD)	1.0	LO			
110101	ACRN BA (TBD)					
110102	ACRN BB (TBD)					
110103	ACRN BC (TBD)					
110104	ACRN BD (TBD)					
110105	ACRN BE (TBD)					
110106	ACRN BF (TBD)					
110107	ACRN BG (TBD)					
110108	ACRN BH (TBD)					
110109	ACRN BJ (TBD)					
110110	ACRN BK (TBD)					
110111	ACRN BL (TBD)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3001	Other Direct	1.0	LO	

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 2 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Costs & Travel -  
Base Year - FY08.  
G&A only. Non-fee  
bearing. (TBD)

300101 ACRN: AC (TBD)

3101 Other Direct 1.0 LO  
Costs & Travel -  
Option Year 1 -  
FY09. G&A only.  
Non-fee bearing.  
(TBD)

310101 ACRN BF (TBD)

310102 ACRN BJ (TBD)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
4201	Labor - Option Year 2 - FY10 (TBD)	1.0	LO			
420101	ACRN BM (OPN)					
420102	ACRN BN (OPN)					
420103	ACRN BP (OPN)					
420104	ACRN BQ (OPN)					
420105	ACRN BR (OPN)					
420106	ACRN BS (OPN)					
420107	ACRN BT (OPN)					
420108	ACRN BU (OPN)					
420109	ACRN BV (OPN)					
420110	ACRN BW (OPN)					
420111	ACRN BX (OPN)					
420112	ACRN BY (OPN)					
420113	ACRN CA (OPN)					
4301	Labor - Option Year 3 - FY11 (TBD)	1.0	LO			
430101	ACRN CB (OPN)					
430102	ACRN CC (OPN)					
430103	ACRN CD (OPN)					

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 3 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

430104 ACRN CE (OPN)

430105 ACRN CF (OPN)

430106 ACRN CG (OPN)

430107 ACRN CH (OPN)

430108 ACRN CJ (OPN)

430109 ACRN CK (OPN)

430110 ACRN CL (OPN)

430111 ACRN CM (OPN)

430112 ACRN CN (OPN)

430113 ACRN CP (OPN)

430114 ACRN CQ (OPN)

430115 ACRN CR (OPN)

430116 ACRN CS (OPN)

430117 ACRN CT (OPN)

430118 ACRN CU (OPN)

430119 ACRN CV (OPN)

430120 ACRN CW (OPN)

430121 ACRN CX (OPN)

430122 ACRN CY (OPN)

4401 Labor - Option 1.0 LO  
Year 4 - FY12  
(TBD)

440101 ACRN CZ (OPN)

440102 ACRN DA (OPN)

440103 ACRN DB (OPN)

440104 ACRN DC (OPN)

440105 ACRN DD (OPN)

440106 ACRN DE (OPN)

440107 ACRN DF (OPN)

440108 ACRN DG (OPN)

440109 ACRN DH (OPN)

440110 ACRN DJ (OPN)

440111 ACRN DK (OPN)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 4 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

440112 ACRN DM (OPN)

440113 ACRN DN (OPN)

440114 ACRN DP (OPN)

440115 ACRN DQ (OPN)

440116 ACRN DR (OPN)

440117 ACRN DT (OPN)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
6201	Other Direct Costs & Travel - Option Year 2 - FY10. G&A only. Non-fee bearing. (TBD)	1.0	LO	
620101	ACRN BM (OPN)			
620102	ACRN BZ (OPN)			
6301	Other Direct Costs & Travel - Option Year 3 - FY11. G&A only. Non-fee bearing. (TBD)	1.0	LO	
630101	ACRN CL (OPN)			
630102	ACRN CV (OPN)			
630103	ACRN CX (OPN)			
630104	ACRN CM (OPN)			
6401	Other Direct Costs & Travel - Option Year 4 - FY12. G&A only. Non-fee bearing. (TBD)	1.0	LO	\$42,000.00
640101	ACRN DL (OPN)			
640102	ACRN DS (OPN)			

## B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 5 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **B-2 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:

#### CLIN / DIRECT LABOR HOURS

1001 /  
1101 /  
4201 /  
4301 /  
4401 /

The estimated number of direct labor hours set forth above includes the following estimated number of uncompensated overtime labor hours:

#### CLIN / UNCOMPENSATED OVERTIME HOURS

1001 /  
1101 /  
4201 /  
4301 /  
4401 /

### (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.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 6 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of:

CLIN / FIXED-FEE RATE PER HOUR

1001 /

1101 /

4201 /

4301 /

4401 /

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.

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

**B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)**

(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 fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

ITEM(S) / ALLOTTED TO FIXED FEE

1001 /

1101 /

4201 /

4301 /

4401 /

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) / ALLOTTED TO COST / PERIOD OF PERFORMANCE



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 7 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

1001 / / From 01 October 2007 through 30 September 2008

3001 / / From 01 October 2007 through 30 September 2008

1101 / / From 01 October 2008 through 30 September 2009

3101 / / From 01 October 2008 through 30 September 2009

4201 / / From 01 October 2009 through 30 September 2010

6201 / / From 01 October 2009 through 30 September 2010

4301 // From 01 October 2010 through 30 September 2011

4401 // From 01 October 2011 through 18 December 2011

6301 / / From 01 October 2010 through 30 September 2011

6401 // From 01 October 2011 through 18 December 2011

(d) 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 separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 8 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with Attachment (1) - Performance Work Statement (PWS) and Attachment (2) - Contract Data Requirements List (CDRL).

### C-2 QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 9 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.

b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment (3), involves access to and handling of classified material up to and including SECRET.

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

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

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 10 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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

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

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

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	11 of 37	

(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.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 12 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

See Section G – Task Order Manager

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 13 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 14 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

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

BASE PERIOD:

<u>CLIN</u>	<u>Period of Performance</u>
1001	10/01/2007 - 09/30/2008
3001	10/01/2007 - 09/30/2008

<u>CLIN</u>	<u>Period of Performance</u>
1101	10/01/2008 - 09/30/2009
3101	10/01/2008 - 09/30/2009

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

<u>CLIN</u>	<u>Period of Performance</u>
4201	10/01/2009 - 09/30/2010
6201	10/01/2009 - 09/30/2010

<u>CLIN</u>	<u>Period of Performance</u>
4301	10/01/2010 - 09/30/2011
6301	10/01/2010 - 09/30/2011

<u>CLIN</u>	<u>Period of Performance</u>
4401	10/01/2011 - 09/30/2012
6401	10/01/2011 - 09/30/2012

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

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



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 15 of 37	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 15<sup>th</sup> of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

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

### **G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

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 on the attached Financial Accounting Data (FAD) sheet. 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)**

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 16 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

This is a Cost Plus Fixed Fee (CPFF) task order.

#### **G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)**

- (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. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Back-up documentation can 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.
- (d) 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.
- (e) The following information is provided for completion of the invoice 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)	HQ0339
PAY DODAAC:	HQ0339

#### **G-5 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

SPAWAR 2.0B  
4301 Pacific Highway

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	17 of 37	

San Diego, CA 92110-3127

Phone: (619) 524-7598

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 18 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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## **G-6 TASK ORDER MANAGER**

Code: PMW 160  
Address: 4301 Pacific Highway, San Diego, CA 92110  
Phone: (619)524-7231

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## **ALTERNATE TASK ORDER MANAGER**

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 19 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Code: PMW 160  
Address: 4301 Pacific Highway, San Diego, CA 92110  
Phone: (838)537-8774

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## G-7 CONTRACTING OFFICER

Code: SPAWAR 02A3-A  
Address: 4301 Pacific Highway, San Diego, CA 92110  
Phone: (619)524-7975

Accounting Data		
SLINID	PR Number	Amount
-----	-----	-----
100101		
LLA :		
AA	See Attached Financial Accounting Data Sheet	
100102		
LLA :		
AB	See Attached Financial Accounting Data Sheet	
100103		
LLA :		
AC	See Attached Financial Accounting Data Sheet	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	20 of 37	

300101

LLA :

AC See Attached Financial Accounting Data Sheet

BASE Funding

Cumulative Funding

MOD 01

100103

LLA :

AC See Attached Financial Accounting Data Sheet

100104

LLA :

AD See Attached Financial Accounting Data Sheet

100105

LLA :

AE See Attached Financial Accounting Data Sheet

100106

LLA :

AF See Attached Financial Accounting Data Sheet

MOD 01 Funding

Cumulative Funding

MOD 02

100103

LLA :

AC See Attached Financial Accounting Data Sheet

100104

LLA :

AD See Attached Financial Accounting Data Sheet

100107

LLA :

AG See Attached Financial Accounting Data Sheet

100108

LLA :

AH See Attached Financial Accounting Data Sheet

100109

LLA :

AJ See Attached Financial Accounting Data Sheet

300101

LLA :

AC See Attached Financial Accounting Data Sheet

MOD 02 Funding

Cumulative Funding

MOD 03

100109

LLA :

AJ See Attached Financial Accounting Data Sheet

MOD 03 Funding

Cumulative Funding

MOD 04

110101

LLA :

BA See Attached Financial Accounting Data Sheet

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	21 of 37	

110102

LLA :

BB See Attached Financial Accounting Data Sheet

110103

LLA :

BC See Attached Financial Accounting Data Sheet

110104

LLA :

BD See Attached Financial Accounting Data Sheet

110105

LLA :

BE See Attached Financial Accounting Data Sheet

110106

LLA :

BF See Attached Financial Accounting Data Sheet

110107

LLA :

BG See Attached Financial Accounting Data Sheet

110108

LLA :

BH See Attached Financial Accounting Data Sheet

110109

LLA :

BJ See Attached Financial Accounting Data Sheet

110110

LLA :

BK See Attached Financial Accounting Data Sheet

110111

LLA :

BL See Attached Financial Accounting Data Sheet

310101

LLA :

BF See Attached Financial Accounting Data Sheet

310102

LLA :

BJ See Attached Financial Accounting Data Sheet

MOD 04 Funding

Cumulative Funding

MOD 05

110110

LLA :

BK See Attached Financial Accounting Data Sheet

110111

LLA :

BL See Attached Financial Accounting Data Sheet

MOD 05 Funding

Cumulative Funding

MOD 06

110101

LLA :

BA See Attached Financial Accounting Data Sheet

110106

LLA :

BF See Attached Financial Accounting Data Sheet

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	22 of 37	

110109

LLA :

BJ See Attached Financial Accounting Data Sheet

310101

LLA :

BF See Attached Financial Accounting Data Sheet

310102

LLA :

BJ See Attached Financial Accounting Data Sheet

MOD 06 Funding

Cumulative Funding

MOD 08 Funding

Cumulative Funding

MOD 09

420101 PR000391006

LLA :

BM 1701810 M2PQ 252 00039 0 050120 2D 000000 000000173176

620101 PR000391006

LLA :

BM 1701810 M2PQ 252 00039 0 050120 2D 000000 000000173176

MOD 09 Funding

Cumulative Funding

MOD 10

420102 1300141921

LLA :

BN 1701810 M2PQ 252 00039 0 050120 2D 000000 A00000341298

CIN 130014192100001

MOD 10 Funding

Cumulative Funding

MOD 11

420103 1300146631

LLA :

BP 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A00000374348

CIN 130014663100001

420104 1300146631

LLA :

BQ 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A10000374348

CIN 130014663100002

420105 1300146631

LLA :

BR 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A20000374348

CIN 130014663100003

420106 1300146631

LLA :

BS 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A30000374348

CIN 130014663100004

420107 1300146631

LLA :

BT 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A40000374348

CIN 130014663100005

420108 1300146631

LLA :

BU 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A60000374348

CIN 130014663100007



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	23 of 37	

420109 1300146631

LLA :

BV 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A90000374348

CIN 130014663100009

420110 1300146631

LLA :

BW 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A70000374348

CIN 130014663100010

420111 1300146631

LLA :

BX 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000374348

CIN 130014663100011

420112 1300146631

LLA :

BY 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: B10000374348

CIN 130014663100012

620102 1300146631

LLA :

BZ 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A50000374348

CIN 130014663100008

MOD 11 Funding

Cumulative Funding

MOD 12

420113 1300157420

LLA :

CA 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A00000443950

CIN 130015742000001

MOD 12 Funding

Cumulative Funding

MOD 13

110101

LLA :

BA 1709111810 52D6 252 EA16W 0 068342 2D 000000 COST CODE: D6776LMX000

110102

LLA :

BB 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAG000

110103

LLA :

BC 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAA000

110104

LLA :

BD 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAD000

110105

LLA :

BE 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA776LAH000

110106

LLA :

BF 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH2000

110107

LLA :

BG 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LEM000

110108

LLA :

BH 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH0000

110109

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	24 of 37	

LLA :  
BJ 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LC0000

110110  
LLA :  
BK 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH1000

310101  
LLA :  
BF 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH2000

310102  
LLA :  
BJ 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LC0000

MOD 13 Funding  
Cumulative Funding

MOD 14 Funding  
Cumulative Funding

MOD 15

430101  
LLA :  
CB 1711810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A00000596900  
CIN 130018229000001

430102  
LLA :  
CC 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A10000596900  
CIN 130018229000002

430103  
LLA :  
CD 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A20000596900  
CIN 130018229000003

430104  
LLA :  
CE 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A30000596900  
CIN 130018229000004:

430105  
LLA :  
CF 1711810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A40000596900  
CIN 130018229000004

MOD 15 Funding  
Cumulative Funding

MOD 16 Funding  
Cumulative Funding

MOD 17

430106 1300187914  
LLA :  
CG 1711810 M2PQ 252 00039 0 050120 2D 000000 A00000634061  
CIN 130018791400001

430107 1300187914  
LLA :  
CH 1711810 M2PQ 252 00039 0 050120 2D 000000 A10000634061  
CIN 130018791400002

430108 1300187914  
LLA :  
CJ 1711810 M2DA 252 00039 0 050120 000000 A20000634061  
CIN 130018791400003

MOD 17 Funding  
Cumulative Funding

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	25 of 37	

MOD 18

430109 1300191170  
LLA :  
CK 1711810 M2DA 252 00039 0 050120 2D 000000 A00000655485  
CIN 130019117000001

430110 1300191170  
LLA :  
CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485  
CIN 130019117000002

430111 1300191170  
LLA :  
CM 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000655485  
CIN 130019117000004

430112 1300191170  
LLA :  
CN 1711810 M2PQ 252 00039 0 050120 2D 000000 A30000655485  
CIN 130019117000005

430113 1300191170  
LLA :  
CP 1711810 M2PQ 252 00039 0 050120 2D 000000 A40000655485  
CIN 130019117000006

630101 1300191170  
LLA :  
CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485  
CIN 130019117000003

MOD 18 Funding  
Cumulative Funding

MOD 19 Funding  
Cumulative Funding

MOD 20

430114 1300200303  
LLA :  
CQ 1711810 M2PQ 252 00039 0 050120 2D 000000 A00000720231  
CIN 130020030300001

430115 1300200303  
LLA :  
CR 1711810 M2PQ 252 00039 0 050120 2D 000000 A10000720231  
CIN 130020030300002

430116 1300200303  
LLA :  
CS 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000720231  
CIN 130020030300003

430117 1300200303  
LLA :  
CT 1711810 M2PQ 252 00039 0 050120 2D 000000 A40000720231  
CIN 130020030300004

430118 1300200303  
LLA :  
CU 1711810 M2PQ 252 00039 0 050120 2D 000000 A30000720231  
CIN 130020030300005

MOD 20 Funding  
Cumulative Funding

MOD 21

430119 1300198709  
LLA :  
CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 26 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CIN 130019870900001

630102 1300198709  
LLA :  
CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460  
CIN 130019870900002

MOD 21 Funding  
Cumulative Funding

MOD 22

430120 1300208593  
LLA :  
CW 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A00000773991  
CIN 130020859300001

430121 1300208593  
LLA :  
CX 1711810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A10000773991  
CIN 130020859300002

630103 1300208593  
LLA :  
CX 1711810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A10000773991  
CIN 130020859300003

MOD 22 Funding  
Cumulative Funding

MOD 23

430110 1300191170  
LLA :  
CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485  
CIN 130019117000002

430111 1300191170  
LLA :  
CM 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000655485  
CIN 130019117000004

430119 1300198709  
LLA :  
CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460  
CIN 130019870900001

430122 1300216652  
LLA :  
CY 1711810 M2DA 252 00039 0 050120 2D 000000 A00000818874  
CIN 130021665200001

630101 1300191170  
LLA :  
CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485  
CIN 130019117000003

630102 1300198709  
LLA :  
CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460  
CIN 130019870900002

630104 1300191170  
LLA :  
CM 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000655485  
CIN 130019117000004

MOD 23 Funding  
Cumulative Funding

MOD 24 Funding  
Cumulative Funding

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS05	26	27 of 37	

MOD 25

440101 1300230461

LLA :

CZ 1721810 M25F 252 00039 0 050120 2D 000000 COST CODE: A00000907463

CIN 130023046100001

440102 1300230461

LLA :

DA 1721810 M25F 252 00039 0 050120 2D 000000 COST CODE: A10000907463

CIN 130023046100002

440103 1300230461

LLA :

DB 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A20000907463

CIN 130023046100003

440104 1300230461

LLA :

DC 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A30000907463

CIN 130023046100004

440105 1300230461

LLA :

DD 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A40000907463

CIN 130023046100005

440106 1300230461

LLA :

DE 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A50000907463

CIN 130023046100006

440107 1300230461

LLA :

DF 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A60000907463

CIN 130023046100007

440108 1300230461

LLA :

DG 1721810 M2PR 252 00039 0 050120 2D 000000 COST CODE: A70000907463

CIN 130023046100008

440109 1300230461

LLA :

DH 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A90000907463

CIN 130023046100010

440110 1300230461

LLA :

DJ 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: B00000907463

CIN 130023046100011

440111 1300230461

LLA :

DK 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: B10000907463

CIN 130023046100012

640101 1300230461

LLA :

DL 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000907463

CIN 130023046100009

MOD 25 Funding

Cumulative Funding

MOD 26

440112 1300237417

LLA :

DM 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A00000955718

CIN 130023741700001

440113 1300237417

LLA :

DN 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A10000955718

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 28 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CIN 130023741700002

440114 1300237417

LLA :

DP 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A70000955718

CIN 130023741700003

440115 1300237417

LLA :

DQ 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A60000955718

CIN 130023741700004

440116 1300237417

LLA :

DR 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000955718

CIN 130023741700005

440117 1300237417

LLA :

DT 1721810 M2PR 252 00039 0 050120 2D 000000 COST CODE: B00000955718

CIN 130023741700007

640102 1300237417

LLA :

DS 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A90000955718

CIN 130023741700006

MOD 26 Funding

Cumulative Funding

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 29 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

### **H-2 DATA RIGHTS**

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

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

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSYSCOM 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 SPAWARSYSCOM prior to completion of the picture badge request.

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 30 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 SPAWARSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

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

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

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

#### **H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)**

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, 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. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is 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 confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 31 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business 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.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(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 confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) 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), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 32 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business 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 confidential business information.

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

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

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 33 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(16) Reports Generated by the Automated Budget Review System (BRS).

(17) DD 1414 Base for Reprogramming.

(18) DD 1416 Report of Programs.

(19) Contract Award Reports.

(20) Congressional Data Sheets.

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

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

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

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

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

#### **STATEMENT OF NONDISCLOSURE OF PPBS DATA**

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 34 of 37	FINAL
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SIGNATURE \_\_\_\_\_

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

DATE \_\_\_\_\_

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

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

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

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

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

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

## **H-7 TECHNICAL INSTRUCTIONS**

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

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

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 35 of 37	FINAL
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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 Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

## **H-9 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 36 of 37	FINAL
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## **SECTION I CONTRACT CLAUSES**

### **I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order 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 (5) years.

### **I-2 CLAUSES INCORPORATED BY REFERENCE**

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS05	AMENDMENT/MODIFICATION NO. 26	PAGE 37 of 37	FINAL
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## SECTION J LIST OF ATTACHMENTS

Attachment (1) - PWS Revised 25 May 2010

Attachment (2) - CDRL A001 Monthly Status Report

Attachment (3) - DD254

Attachment (3) - DD254 - Attachment (1) IT

Attachment (3) - DD254 - Attachment (2) - FOUO

Attachment (3) - DD254 - Attachment (3) - Undersea Warfare

Attachment (4) - Financial Accounting Data (FAD) Sheet - Award

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 01

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 02

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 03

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 04

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 05

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 06