

2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 06-Feb-2014	4. REQUISITION/PURCHASE REQ. NO. Not Applicable	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) International Business Machines Corporation dba IBM 6710 Rockledge Drive Bethesda MD 20817-1826		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4364-NS02 10B. DATED (SEE ITEM 13) 27-Feb-2012
CAGE CODE 3BXY7	FACILITY CODE	[X]

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)

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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR Subpart 42.003

E. IMPORTANT: Contractor 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)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY [Signature] (Signature of Contracting Officer)

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GENERAL INFORMATION

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.003(b), "once a Federal agency assumes cognizance for a contractor, it should remain cognizant for at least 5 years to ensure continuity and ease of administration. If, at the end of the 5-year period, another agency has the largest dollar amount of negotiated contracts, including options, the two agencies shall coordinate and determine which will assume cognizance. However, if circumstances warrant it and the affected agencies agree, cognizance may transfer prior to the expiration of the 5-year period."

As a result of the Navy Enterprise Resource Planning (ERP) programs entrance into Sustainment, and for more efficient administration of the functions supported under this Task Order, the cognizant agency Space and Naval Warfare Systems Command (SPAWAR) Program Manager-Warfare (PMW) 220 agrees to the transference of this Task Order to the Naval Supply Systems Command (NAVSUP) Business Systems Center (BSC) before the Task Order expiration period.

Accordingly, the purpose of this modification is to notify the contractor that the cognizant Contracting Officer (CO) under this Task Order now resides under NAVSUP. The current designated CO point of contact is:

[REDACTED]

All terms and conditions of the subject Task Order remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	D307	Labor in accordance with the PWS (except para 5.12) (O&MN,N)					
400001	D307	(O&MN,N)					
400002	D307	(O&MN,N)					
400003	D307	(O&MN,N)					
400004	D307	(O&MN,N)					
4001	D307	ECP Labor in accordance with the PWS (except para 5.1 through 5.11) (O&MN,N)					
400101	D307	(O&MN,N)					
400102	D307	(O&MN,N)					
400103	D307	(O&MN,N)					
400104	D307	(O&MN,N)					
4002	D307	Labor in accordance with the PWS (except para 5.12) (WCF)					
400201	D307	(WCF)					
400202	D307	(WCF)					
400203	D307	(WCF)					
400204	D307	NAWC WD Help Desk (WCF)					
400205	D307	NAVSEA Help Desk (WCF)					
400206	D307	(WCF)					
400207	D307	(WCF)					

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400208	D307	(WCF)				
4003	D307	ECP Labor in accordance with the PWS (except para 5.1 through 5.11) (WCF)	████████	████████	████████	████████
400301	D307	NAVSUP ECP Funding (WCF)				
400302	D307	FY 13 NAVSUP ECP Funding (WCF)				
4004	D307	Special Projects (O&MN,N)	████████	████████	████████	████████
400401	D307	(O&MN,N)				
400402	D307	(O&MN,N)				
400403	D307	(O&MN,N)				
400404	D307	(O&MN,N)				
400405	D307	(O&MN,N)				
400406	D307	(O&MN,N)				
400407	D307	FY12 O&MN FMO ECP (O&MN,N)				
4100	D307	Labor in accordance with the PWS (except para 5.12) (O&MN,N)	████████	████████	████████	████████
410001	D307	FY13 O&MN (O&MN,N)				
4101	D307	ECP Labor in accordance with the PWS (except para 5.1 through 5.11) (O&MN,N)	████████	████████	████████	████████
410101	D307	FY13 O&MN (O&MN,N)				
4102	D307	Labor in accordance with the PWS (except para 5.12) (WCF)	████████	████████	████████	████████
410201	D307	FY13 NAWC AD Help Desk (WCF)				

410202 D307 FY13 NAWC WD Help
Desk (WCF)

410203 D307 FY13 SPAWAR PAC
Help Desk (WCF)

410204 D307 FY13 NAVSEA Help
Desk (WCF)

410205 D307 FY13 NAVSUP Help
Desk (WCF)

410206 D307 FY13 SSC LANT
NWCF (WCF)

4103 D307 ECP Labor in [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

accordance with
the PWS (except
para 5.12) (WCF)

420201 D307 FY13 NAVSUP WCF
(WCF)

420202 D307 FY14 NAVSUP WCF
(WCF)

420203 D307 FY14 NAWCAD WCF
(WCF)

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

420204 D307 FY14 NAWCWD WCF
(WCF)

420205 D307 FY14 NAVSEA WCF
(WCF)

420206 D307 FY14 SSCLANT WCF
(WCF)

420207 D307 FY14 SSCPAC WCF
(WCF)

420208 D307 FY14 SPAWAR WCF
(WCF)

4203	D307	ECP Labor in	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				
		[REDACTED]				

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

600203 D307 (WCF)

600204 D307 (WCF)

600205 D307 (WCF)

600206 D307 (WCF)

600207 D307 (WCF)

6003 D307 ODC in support of
CLIN 4003 - ECP
(WCF)

[REDACTED]

[REDACTED]

600301 D307 (WCF)

600302 D307 FY13 NAVSUP ECP
(WCF)

6004 D307 Special Projects

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Desk (WCF)

610203 D307 FY13 SPAWAR PAC
Help Desk (WCF)

610204 D307 FY13 NAVSEA Help
Desk (WCF)

610205 D307 FY13 NAVSUP Help
Desk (WCF)

6103 D307 ODC in support of
██████████
██████████

██████████

██████████

██████████
██████████

██████████ ██████████
██████████
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██████████

██████████ ██████████
CLIN 4202 (WCF)

██████████

██████████

620201 D307 FY13 NAVSUP WCF
(WCF)

620202 D307 FY14 NAVSUP WCF
(WCF)

620203 D307 FY14 NAWCAD WCF
(WCF)

620204 D307 FY14 NAWCWD WCF
(WCF)

620205 D307 FY14 NAVSEA WCF
(WCF)

620206 D307 FY14 SSCLANT WCF
(WCF)

620207 D307 FY14 SSCPAC WCF
(WCF)

620208 D307 FY14 SPAWAR WCF

(WCF)

6203 D307 ODC in support of
CLIN 4203 - ECP
(WCF)
Option

██████████

██████████

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	D307	Labor in accordance with the PWS (except para 5.12) (O&MN,N) Option	██████████		██████████	██████████	██████████
7001	D307	ECP Labor in accordance with the PWS (except para 5.1 through 5.11) (O&MN,N) Option	██████████		██████████	██████████0	\$0.00
7002	D307	Labor in accordance with the PWS (except para 5.12) (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00
7003	D307	ECP Labor in accordance with the PWS (except para 5.1 through 5.11) (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	D307	ODC in support of CLIN 7000 (O&MN,N) Option	1.0	LO	\$0.00
9001	D307	ODC in support of CLIN 7001 - ECP (O&MN,N) Option	1.0	LO	\$0.00
9002	D307	ODC in support of CLIN 7002	1.0	LO	\$0.00

WCF (WCF)
Option

9003 D307 ODC in support of 1.0 LO \$0.00
CLIN 7003 - ECP
(O&MN,N)
Option

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.

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 (See Section B Chart provided under Mod. No. 05) hours. The direct labor hours include 0 uncompensated overtime labor hours.

(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.

CLIN	LOE Hours	Fixed Fee	Rate

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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

(See Section B Chart provided under the instant or previous Contract Modification changing the applicable amounts)

- (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

(See Section B Chart provided under the instant or previous Contract Modification changing the applicable amounts and Section F below).

- (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

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for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

B-4 EXERCISE OF OPTIONS

Options shall be exercised by the option exercise date listed in the SeaPort-e system. Exercise shall be evidenced by the execution of the modification and may be accomplished without prior notice.

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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 No. 1 Performance Work Statement (PWS) and Attachment No. 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

- 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 INFORMATION ASSURANCE (IA)

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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.

**C-4 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-5 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)
(SPAWAR C-718)**

(a) Each Electronic and Information Technology (EIT) supply or service provided under this task order shall comply with the EIT Accessibility Standards listed below:

 X 36 C.F.R. § 1194.21 (Software Applications and operating systems)

 X 36 C.F.R. § 1194.22 (Web-based and internet information and applications)

 36 C.F.R. § 1194.23 (Telecommunications products)

 36 C.F.R. § 1194.24 (Video and multimedia products)

 36 C.F.R. § 1194.25 (Self contained, closed products)

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

(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 then the procedures outlined in paragraph (c) above shall be employed. 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.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

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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.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	2/27/2012 - 2/15/2013
4001	2/27/2012 - 2/26/2013
4002	4/4/2012 - 2/15/2013
4003	4/4/2012 - 4/3/2013
4004	8/1/2012 - 7/31/2013
4100	2/16/2013 - 9/27/2013
4101	9/28/2013 - 4/3/2014
4102	2/16/2013 - 9/27/2013
4103	4/4/2013 - 4/3/2014
4200	9/28/2013 - 9/27/2014
4202	9/28/2013 - 9/27/2014
6000	2/27/2012 - 2/15/2013
6001	2/27/2012 - 2/26/2013
6002	4/4/2012 - 2/15/2013
6003	4/4/2012 - 4/3/2013
6004	8/1/2012 - 7/31/2013
6100	2/16/2013 - 9/27/2013
6101	9/28/2013 - 4/3/2014
6102	2/16/2013 - 9/27/2013
6103	4/4/2013 - 4/3/2014
6200	9/28/2013 - 9/27/2014
6202	9/28/2013 - 9/27/2014

CLIN - DELIVERIES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The 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.

The periods of performance for the following Items are as follows:

4000	2/27/2012 - 2/15/2013
4001	2/27/2012 - 2/26/2013

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4002	4/4/2012 - 2/15/2013
4003	4/4/2012 - 4/3/2013
4004	8/1/2012 - 7/31/2013
4100	2/16/2013 - 9/27/2013
4101	9/28/2013 - 4/3/2014
4102	2/16/2013 - 9/27/2013
4103	4/4/2013 - 4/3/2014
4200	9/28/2013 - 9/27/2014
4202	9/28/2013 - 9/27/2014
6000	2/27/2012 - 2/15/2013
6001	2/27/2012 - 2/26/2013
6002	4/4/2012 - 2/15/2013
6003	4/4/2012 - 4/3/2013
6004	8/1/2012 - 7/31/2013
6100	2/16/2013 - 9/27/2013
6101	9/28/2013 - 4/3/2014
6102	2/16/2013 - 9/27/2013
6103	4/4/2013 - 4/3/2014
6200	9/28/2013 - 9/27/2014
6202	9/28/2013 - 9/27/2014

The periods of performance for the following Option Items are as follows:

4201	4/4/2014 - 9/30/2014
4203	4/4/2014 - 9/30/2014
6201	4/4/2014 - 9/30/2014
6203	4/4/2014 - 9/30/2014
7000	10/1/2014 - 9/30/2015
7001	10/1/2014 - 9/30/2015
7002	10/1/2014 - 9/30/2015
7003	10/1/2014 - 9/30/2015
9000	10/1/2014 - 9/30/2015
9001	10/1/2014 - 9/30/2015
9002	10/1/2014 - 9/30/2015
9003	10/1/2014 - 9/30/2015

Services to be performed hereunder will be provided at the program office near Annapolis, Maryland and at the contractor's office.

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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 10th of the following month to the Task Order Manager. 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 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

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

G-3 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008) (SPAWAR G-300 (VARIATION))

(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 for 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 ¹	Cost Voucher
Issuing Office DODAAC	N00039

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Admin DODAAC:	DD1155=Block 6
Inspector DODAAC (if applicable)	N/A
Acceptor DODAAC:	N40270
*LPO DODAAC	N/A
DCAA Auditor DoDAAC ²:	TBD
Service Approver DoDAAC ²:	N00039
PAY DODAAC:	DD1155=Block 6

(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 E-mail Notification” and add the acceptor/receiver e-mail addresses noted below in the first e-mail address block, and add any other additional e-mail 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.

Send Additional E-mail Notification To:
[Redacted]

G-4 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

[Redacted]

G-5 TASK ORDER MANAGER

The SPAWAR Task Order Manager for this Task Order: (TBD)

G-6 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (SPAWAR G-321)

(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 <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

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AF 1721804 12TA 252 41421 E 068892 2D XE0001 414212E2521Q

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130031021700003: \$323,000

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420206 1300394064 288951.00
LLA :
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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 Contract Line Item Number (CLIN) level, 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.

(b) 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 RESERVED

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.

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(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 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.

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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.
- (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

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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) 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.

(d) 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 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

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the task order.

H-8 RESERVED

H-9 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) [reserved]

(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), 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).

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Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

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

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

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

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

(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

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truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

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

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

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

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

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

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

EXAMPLE 1: 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, 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.

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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-10 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION 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 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.

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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 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)

(A) *DEFINITIONS.* AS USED IN THIS CLAUSE -

“APPROVED PURCHASING SYSTEM” MEANS A CONTRACTOR’S PURCHASING SYSTEM THAT HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH PART 44 OF THE FEDERAL ACQUISITION REGULATION (FAR).

“CONSENT TO SUBCONTRACT” MEANS THE CONTRACTING OFFICER’S WRITTEN CONSENT FOR THE CONTRACTOR TO ENTER INTO A PARTICULAR SUBCONTRACT.

“SUBCONTRACT” MEANS ANY CONTRACT, AS DEFINED IN FAR SUBPART 2.1, ENTERED INTO BY A SUBCONTRACTOR TO FURNISH SUPPLIES OR SERVICES FOR PERFORMANCE OF THE PRIME CONTRACT OR A SUBCONTRACT. IT INCLUDES, BUT NOT LIMITED TO, PURCHASE ORDERS, AND CHANGES AND MODIFICATIONS TO PURCHASE ORDERS.

(B) WHEN THIS CLAUSE IS INCLUDED IN A FIXED-PRICE TYPE CONTRACT, CONSENT TO SUBCONTRACT IS REQUIRED ONLY ON UNPRICED CONTRACT ACTIONS (INCLUDING UNPRICED MODIFICATIONS OR UNPRICED DELIVERY ORDERS), AND ONLY IF REQUIRED IN ACCORDANCE WITH PARAGRAPH (C) AND (D) OF THIS CLAUSE.

(C) IF THE CONTRACTOR DOES NOT HAVE AN APPROVED PURCHASING SYSTEM, CONSENT TO SUBCONTRACT IS REQUIRED FOR ANY SUBCONTRACT THAT -

- (1) IS OF THE COST-REIMBURSEMENT, TIME-AND-MATERIALS, OR LABOR-HOUR TYPE; OR
- (2) IS FIXED-PRICE AND EXCEEDS –
 - (I) FOR A CONTRACT AWARDED BY THE DEPARTMENT OF DEFENSE, THE COAST GUARD OR THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, THE GREATER OF THE SIMPLIFIED ACQUISITION THRESHOLD OR 5 PERCENT OF THE TOTAL ESTIMATED COST OF THE CONTRACT; OR
 - (II) FOR A CONTRACT AWARDED BY A CIVILIAN AGENCY OTHER THAN THE COAST GUARD AND THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION, EITHER THE SIMPLIFIED ACQUISITION THRESHOLD OR 5 PERCENT OF THE TOTAL ESTIMATED COST OF THE CONTRACT.

(D) IF THE CONTRACTOR HAS AN APPROVED PURCHASING SYSTEM, THE CONTRACTOR NEVERTHELESS SHALL OBTAIN THE CONTRACTING OFFICER’S WRITTEN CONSENT BEFORE PLACING THE FOLLOWING CONTRACTS:

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(E)(1) THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER REASONABLY IN ADVANCE OF PLACING ANY SUBCONTRACT OR MODIFICATION THEREOF FOR WHICH CONSENT IS REQUIRED UNDER PARAGRAPH (B), (C), OR (D) OF THIS CLAUSE, INCLUDING THE FOLLOWING INFORMATION:

- (I) A DESCRIPTION OF THE SUPPLIES OR SERVICES TO BE SUBCONTRACTED.**
- (II) IDENTIFICATION OF THE TYPE OF SUBCONTRACT TO BE USED.**
- (III) IDENTIFICATION OF THE PROPOSED SUBCONTRACTOR.**
- (IV) THE PROPOSED SUBCONTRACT PRICE.**
- (V) THE SUBCONTRACTOR'S CURRENT, COMPLETE, AND ACCURATE COST OR PRICING DATA AND CERTIFICATE OF CURRENT COST OR PRICING DATA, IF REQUIRED BY OTHER PROVISIONS OF THIS CONTRACT.**
- (VI) THE SUBCONTRACTOR'S DISCLOSURE STATEMENT OR CERTIFICATE RELATING TO COST ACCOUNTING STANDARDS WHEN SUCH DATA ARE REQUIRED BY OTHER PROVISIONS OF THIS CONTRACT.**
- (VII) A NEGOTIATION MEMORANDUM REFLECTING –**
 - (A) THE PRINCIPAL ELEMENTS OF THE SUBCONTRACT PRICE NEGOTIATIONS;**
 - (B) THE MOST SIGNIFICANT CONSIDERATIONS CONTROLLING ESTABLISHMENT OF INITIAL OR REVISED PRICES;**
 - (C) THE REASON COST OR PRICING DATA WERE OR WERE NOT REQUIRED;**
 - (D) THE EXTENT, IF ANY, TO WHICH THE CONTRACTOR DID NOT RELY ON THE SUBCONTRACTOR'S COST OR PRICING DATA IN DETERMINING THE PRICE OBJECTIVE AND IN NEGOTIATING THE FINAL PRICE;**
 - (E) THE EXTENT TO WHICH IT WAS RECOGNIZED IN THE NEGOTIATION THAT THE SUBCONTRACTOR'S COST OR PRICING DATA WERE NOT ACCURATE, COMPLETE, OR CURRENT; THE ACTION TAKEN BY THE CONTRACTOR AND THE SUBCONTRACTOR; AND THE EFFECT OF ANY SUCH DEFECTIVE DATA ON THE TOTAL PRICE NEGOTIATED;**
 - (F) THE REASONS FOR ANY SIGNIFICANT DIFFERENCES BETWEEN THE CONTRACTOR'S PRICE OBJECTIVE AND THE PRICE NEGOTIATED; AND**
 - (G) A COMPLETE EXPLANATION OF THE INCENTIVE FEE OR PROFIT PLAN WHEN INCENTIVES ARE USED. THE EXPLANATION SHALL IDENTIFY EACH CRITICAL PERFORMANCE ELEMENT, MANAGEMENT DECISIONS USED TO QUANTIFY EACH INCENTIVE ELEMENT, REASONS FOR THE INCENTIVES, AND SUMMARY OF ALL TRADE-OFF POSSIBILITIES CONSIDERED.**

(2) THE CONTRACTOR IS NOT REQUIRED TO NOTIFY THE CONTRACTING OFFICER IN ADVANCE OF ENTERING INTO ANY SUBCONTRACT FOR WHICH CONSENT IS NOT REQUIRED UNDER PARAGRAPH (B), (C), OR (D) OF THIS CLAUSE.

(F) UNLESS THE CONSENT OR APPROVAL SPECIFICALLY PROVIDES OTHERWISE, NEITHER CONSENT BY THE CONTRACTING OFFICER TO ANY SUBCONTRACT NOR APPROVAL OF THE CONTRACTOR'S PURCHASING SYSTEM SHALL CONSTITUTE A DETERMINATION –

- (1) OF THE ACCEPTABILITY OF ANY SUBCONTRACT TERMS OR CONDITIONS;**
- (2) OF THE ALLOWABILITY OF ANY COST UNDER THIS CONTRACT; OR**
- (3) TO RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY FOR PERFORMING THIS CONTRACT.**

(G) NO SUBCONTRACT OR MODIFICATION THEREOF PLACED UNDER THIS CONTRACT SHALL PROVIDE FOR PAYMENT ON A COST-PLUS-A-PERCENTAGE-OF-COST BASIS, AND ANY FEE PAYABLE UNDER COST-REIMBURSEMENT TYPE SUBCONTRACTS SHALL NOT EXCEED THE FEE LIMITATIONS IN FAR 15.404-4(C)(4)(I).

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(H) THE CONTRACTOR SHALL GIVE THE CONTRACTING OFFICER IMMEDIATE WRITTEN NOTICE OF ANY ACTION OR SUIT FILED AND PROMPT NOTICE OF ANY CLAIM MADE AGAINST THE CONTRACTOR BY ANY SUBCONTRACTOR OR VENDOR THAT, IN THE OPINION OF THE CONTRACTOR, MAY RESULT IN LITIGATION RELATED IN ANY WAY TO THIS CONTRACT, WITH RESPECT TO WHICH THE CONTRACTOR MAY BE ENTITLED TO REIMBURSEMENT FROM THE GOVERNMENT.

(I) THE GOVERNMENT RESERVES THE RIGHT TO REVIEW THE CONTRACTOR'S PURCHASING SYSTEM AS SET FORTH IN FAR SUBPART 44.3.

(J) PARAGRAPHS (C) AND (E) OF THIS CLAUSE DO NOT APPLY TO THE FOLLOWING SUBCONTRACTS, WHICH WERE EVALUATED DURING NEGOTIATIONS:

B2B, CLIENT SOLUTIONS ARCHITECTS, COMTECH, DICKINSON & ASSOC, ENTERPRISE HORIZON, HERDT CONSULTING, KILDA GROUP, MAIN SAIL, MEB CONSULTING, SAIC, AND SERCO.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - FEPS-PWS

Attachment 2 - CDRL v.4.0

Attachment 3 - CDRL A004 Attachment (WBS Reporting)

Attachment 4 - DD254 (approved 25 April 2012)

Attachment 5 - Work Breakdown Structure

Attachment 6 - Staffing Plan Spreadsheet (CDRL A001 Attachment 1)

Attachment 7 - Staffing Plan Spreadsheet (CDRL A001 Attachment 2)