

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
V

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
17

3. EFFECTIVE DATE
27-Mar-2015

4. REQUISITION/PURCHASE REQ. NO.
1300465948-0002

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE
SPAWAR-Systems Center Lant (CHRL)
P.O. BOX 190022
North Charleston SC 29419-9022

N65236

7. ADMINISTERED BY (If other than Item 6) CODE
DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

S2101A

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)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4364-NS03

10B. DATED (SEE ITEM 13)

15-Jun-2012

CAGE CODE
3BXY7

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:
- D. OTHER (Specify type of modification and authority)
FAR 43.103(a)(3) - See Block 14

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)

27-Mar-2015

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

GENERAL INFORMATION

The purpose of this modification is to provide incremental funding only. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

[REDACTED]				
[REDACTED]				

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
-----------	------	----

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

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
------	-----	-------------------	-----	------	-----------	-----------	------

[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]

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF
------	-----	-------------------	-----	------	-------------	------------	------

[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]

Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF

[REDACTED] [REDACTED]

Item PSC Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

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

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Item PSC Supplies/Services Qty Unit Target Cost Target Fee CPIF

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

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED] [REDACTED]

Item	PSC	Supplies/Services	Qty	Unit	Target Cost	Target Fee	CPIF

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 7 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost

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) (applicable to CLINs 4001, 4101, 4201, and 4301 only)

(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 Chart below) hours. The (See Chart below) 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.

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

The allowable cost and incentive fee hereunder shall be paid in accordance with the clauses of the contract entitled "Allowable Cost and Payment" and "Incentive Fee".

The Government shall make payment on account of the target fee of [REDACTED] of the amounts payable under each invoice for the work performed, subject however, to the withholding provisions of paragraph (c) of the "Incentive Fee" clause of this contract.

In the event of discontinuance of the work in accordance with the clause entitled "Limitation of Funds," the fee shall be re-determined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fee is less than or exceeds, payments previously made on account of fee, shall be paid to, or repaid by, the Contractor, as the case may be.

B-4 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) ALLOTED TO FIXED FEE

(See latest Section B Chart under modification relative to applicable CLIN)

- (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) ALLOTED TO COST PERIOD OF PERFORMANCE

(See Chart referenced at (b) above)

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

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 10 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

B-5 EXERCISE OF OPTIONS

Options shall be exercised (if at all) 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.

B-6 TECHNICAL INCENTIVES (applicable to CLINs 4100/4150, 4200/4250, and 4300/4350)

Technical Performance Incentives are applicable to the performance under CLIN 4100 and Optional CLINs 4200 and 4300, if exercised. The incentive fee pool amounts, which are equal to the Fee Amounts listed under CLINs 4150, 4250, and 4350, are earned depending on the technical performance outcome and measurement, as provided in Attachment 13.

The amounts listed under CLINs 4150, 4250 and 4350 are subject to the Incentive Fee limitations of CLINs 4100, 4200, and 4300, respectively. The amounts of CLINs 4150, 4250, and 4350 are stipulated on separate CLINs only for the purpose of obligating the Government antecedent liability, when applicable.

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 11 of 41	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 the Performance Work Statement (PWS) and the Contract Data Requirements List (CDRL).

C-2 INFORMATION ASSURANCE (IA)

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

C-3 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-4 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001) (SPAWAR C-718)

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 12 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

- 36 C.F.R. § 1194.21 (Software Applications and operating systems)
- 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)
- 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this task order shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this task order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the task order, the Government will have the rights and remedies contained in the task order.

C-5 RESERVED

C-6 KEY PERSONNEL (C-325)

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

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

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

(d) List of Key Personnel

NAME

CONTRACT LABOR CATEGORY

[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.

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 14 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

All deliverables shall be packaged and marked in accordance with Best Commercial Practice.

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 15 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E-303 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. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 16 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/15/2012 - 12/14/2012
4001	6/15/2012 - 4/12/2013
4002	6/15/2012 - 1/11/2013
4100	12/15/2012 - 12/14/2013
4101	4/13/2013 - 12/14/2013
4102	1/12/2013 - 12/14/2013
4150	12/15/2012 - 12/14/2013
4200	12/15/2013 - 12/14/2014
4201	12/15/2013 - 12/14/2014
4202	12/15/2013 - 12/14/2014
4250	12/15/2013 - 12/14/2014
4300	12/15/2014 - 12/14/2015
4350	12/15/2014 - 12/14/2015
6000	6/15/2012 - 12/14/2012
6001	6/15/2012 - 4/12/2013
6002	6/15/2012 - 1/11/2013
6100	12/15/2012 - 12/14/2013
6101	4/13/2013 - 12/14/2013
6102	1/12/2013 - 12/14/2013
6200	12/15/2013 - 12/14/2014
6201	12/15/2013 - 12/14/2014
6202	12/15/2013 - 12/14/2014
6300	12/15/2014 - 12/14/2015

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	6/15/2012 - 12/14/2012
4001	6/15/2012 - 4/12/2013
4002	6/15/2012 - 1/11/2013
4100	12/15/2012 - 12/14/2013

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 17 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4101	4/13/2013 - 12/14/2013
4102	1/12/2013 - 12/14/2013
4150	12/15/2012 - 12/14/2013
4200	12/15/2013 - 12/14/2014
4201	12/15/2013 - 12/14/2014
4202	12/15/2013 - 12/14/2014
4250	12/15/2013 - 12/14/2014
4300	12/15/2014 - 12/14/2015
4350	12/15/2014 - 12/14/2015
6000	6/15/2012 - 12/14/2012
6001	6/15/2012 - 4/12/2013
6002	6/15/2012 - 1/11/2013
6100	12/15/2012 - 12/14/2013
6101	4/13/2013 - 12/14/2013
6102	1/12/2013 - 12/14/2013
6200	12/15/2013 - 12/14/2014
6201	12/15/2013 - 12/14/2014
6202	12/15/2013 - 12/14/2014
6300	12/15/2014 - 12/14/2015

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

4301	12/15/2014 - 12/14/2015
4302	12/15/2014 - 12/14/2015
6301	12/15/2014 - 12/14/2015
6302	12/15/2014 - 12/14/2015

Services to be performed hereunder will be provided at the locations specified in the contractor's proposal.

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 18 of 41	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 in CDRL Item A001. Submissions are due monthly by the 10th 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.

[REDACTED]

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

[REDACTED]

G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

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

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor “Quick Reference” Guides are located at the following web site: http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

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

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 19 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(e) 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.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC	DD1155=Block 7
Inspector DODAAC (if applicable)	n/a
Inspector Contact Information	Task Order Manager
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	N40270
Acceptor Contact Information	N40270
LPO Contact Information	n/a
DCAA Auditor DoDAAC	TBD
Service Approver DoDAAC	N00039
PAY DODAAC	DD1155= Block 15

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below in the email address blocks. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
		(
			Acceptor

G-4 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002) (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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 29 of 41	FINAL
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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS

(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 5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

(a) Definition.

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

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

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

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 30 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of 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.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 31 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (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) 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.

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 32 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-9 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 33 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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). 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

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 34 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 35 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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. 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).

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 36 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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
(252.239-7001) (JAN 2008)**

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

(1) DoD-approved information assurance workforce certification 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.

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 37 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

(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:

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 38 of 41	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 39 of 41	FINAL
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EXCEED THE FEE LIMITATIONS IN FAR 15.404-4(C)(4)(I).

(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:

[REDACTED]

**I-3 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS
(DEC 2010)**

(A) DEFINITIONS. AS USED IN THIS CLAUSE—

“COVERED SUBCONTRACTOR” MEANS ANY ENTITY THAT HAS A SUBCONTRACT VALUED IN EXCESS OF \$1 MILLION, EXCEPT A SUBCONTRACT FOR THE ACQUISITION OF COMMERCIAL ITEMS, INCLUDING COMMERCIALY AVAILABLE OFF-THE-SHELF ITEMS.

“SUBCONTRACT” MEANS ANY CONTRACT, AS DEFINED IN FEDERAL ACQUISITION REGULATION SUBPART 2.1, TO FURNISH SUPPLIES OR SERVICES FOR PERFORMANCE OF THIS CONTRACT OR A HIGHER-TIER SUBCONTRACT THEREUNDER.

(B) THE CONTRACTOR—

(1) AGREES NOT TO—

(I) ENTER INTO ANY AGREEMENT WITH ANY OF ITS EMPLOYEES OR INDEPENDENT CONTRACTORS THAT REQUIRES, AS A CONDITION OF EMPLOYMENT, THAT THE EMPLOYEE OR INDEPENDENT CONTRACTOR AGREE TO RESOLVE THROUGH ARBITRATION—

(A) ANY CLAIM UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964; OR

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 40 of 41	FINAL
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B) ANY TORT RELATED TO OR ARISING OUT OF SEXUAL ASSAULT OR HARASSMENT, INCLUDING ASSAULT AND BATTERY, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, FALSE IMPRISONMENT, OR NEGLIGENT HIRING, SUPERVISION, OR RETENTION; OR

(II) TAKE ANY ACTION TO ENFORCE ANY PROVISION OF AN EXISTING AGREEMENT WITH AN EMPLOYEE OR INDEPENDENT CONTRACTOR THAT MANDATES THAT THE EMPLOYEE OR INDEPENDENT CONTRACTOR RESOLVE THROUGH ARBITRATION-

(A) ANY CLAIM UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964; OR

(B) ANY TORT RELATED TO OR ARISING OUT OF SEXUAL ASSAULT OR HARASSMENT, INCLUDING ASSAULT AND BATTERY, INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS, FALSE IMPRISONMENT, OR NEGLIGENT HIRING, SUPERVISION, OR RETENTION; AND

(2) CERTIFIES, BY SIGNATURE OF THE CONTRACT, THAT IT REQUIRES EACH COVERED SUBCONTRACTOR TO AGREE NOT TO ENTER INTO, AND NOT TO TAKE ANY ACTION TO ENFORCE, ANY PROVISION OF ANY EXISTING AGREEMENTS, AS DESCRIBED IN PARAGRAPH (B)(1) OF THIS CLAUSE, WITH RESPECT TO ANY EMPLOYEE OR INDEPENDENT CONTRACTOR PERFORMING WORK RELATED TO SUCH SUBCONTRACT.

(C) THE PROHIBITIONS OF THIS CLAUSE DO NOT APPLY WITH RESPECT TO A CONTRACTOR'S OR SUBCONTRACTOR'S AGREEMENTS WITH EMPLOYEES OR INDEPENDENT CONTRACTORS THAT MAY NOT BE ENFORCED IN A COURT OF THE UNITED STATES.

(D) THE SECRETARY OF DEFENSE MAY WAIVE THE APPLICABILITY OF THE RESTRICTIONS OF PARAGRAPH (B) OF THIS CLAUSE IN ACCORDANCE WITH DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT [222.7404](#).

CONTRACT NO. N00178-05-D-4364	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 17	PAGE 41 of 41	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement v.2.3

Attachment 2 - Contract Data Requirements List (CDRL) v3 July 2013

Attachment 3 - CDRL A004 WBS Reporting

Attachment 4 - DD254

Attachment 12 - Key Personnel

Attachment 13 - N00178-05-D-4364 NS03 Incentive Plan (12-13-2012)

Attachment 14 - Staffing Plan Spreadsheet (CDRL A001 Attachment 1)

Attachment 15 - Staffing Plan Spreadsheet (CDRL A001 Attachment 2)

(Attachments 5-11 are applicable under RFP N00024-11-R-3382)