

2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 04-Dec-2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241	CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS Technology 2243 San Diego Ave San Diego CA 92110		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-04-D-4067-NS07 10B. DATED (SEE ITEM 13) 17-Jul-2008
CAGE CODE 1BGW9	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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) Mutual agreement

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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 (Signature of person authorized to sign)	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
	16C. DATE SIGNED 04-Dec-2012

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to:

1. Update Section G Contracting Officer Representative from Elena Occiano-Tuyay to
2. To include the Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) in Section C-1 Statement of Work.
3. Incorporate the revised Attachment 2 - Monthly Status Report Contract Data Requirements List (MSR CDRL) and Attachment 2(a) - Attachment 1 of the CDRL, dated 04 September 2012.

Accordingly, said Task Order is modified as follows:

The total amount of funds obligated to the task is hereby increased from

The total value of the order is hereby increased from

4. Sections C, G and J are modified accordingly.
3. A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 1 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
4001	Labor - Base Year. (O&MN,N)	1.0	LO			
400101	Incremental Funding ACRN AA (O&MN,N)					
400102	Incremental Funding ACRN AB (O&MN,N)					
4101	Labor - Option 1. (O&MN,N)	1.0	LO			
410101	Exercise Option 1 ACRN AB (O&MN,N)					
410102	Incremental Funding - ACRN AC (O&MN,N)					
410103	Incremental Funding - ACRN AD (O&MN,N)					
410104	Incremental Funding - ACRN AE (O&MN,N)					
410105	Incremental Funding - ACRN AF (DEOBLIGATED (O&MN,N)					
4201	Labor - Option 2. (O&MN,N)	1.0	LO			
420101	Incremental Funding - ACRN AG (O&MN,N)					
420102	Incremental Funding - ACRN AH (O&MN,N)					
420103	Incremental Funding - ACRN AJ					

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 2 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(O&MN,N)

420104 Incremental
Funding - ACRN AK
(O&MN,N)

420105 Incremental
Funding - ACRN AL
(O&MN,N)

420106 Incremental
Funding - ACRN AM
(O&MN,N)

420107 Incremental
Funding - ACRN AN
(O&MN,N)

4301 Labor - Option 3. 1.0 LO
(O&MN,N)

430101 Incremental
Funding - ACRN AN
(O&MN,N)

430102 Incremental
Funding - ACRN AP
(O&MN,N)

430103 Incremental
Funding - ACRN AQ
(Accounting
Operation
Requirement)
(O&MN,N)

430104 Incremental
Funding - ACRN AR
(Accounting
Operation
Req)(Deobligate
per
Mod21/PR
1300269228)
(O&MN,N)

4401 Labor - Option 4. 1.0 LO
(O&MN,N)

440101 Incremental
Funding - ACRN
AS
(Accounting
Operation
Requirement)
(O&MN,N)

440102 Incremental

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 3 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Funding - ACRN
AT
(JTRS Funding)
(O&MN,N)

440103 Incremental
Funding - ACRN
AU
(Accounting
Operation
Requirement)
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6001	Other Direct Costs and Travel. Non-Fee bearing. Material Handling and G&A only. Base Year. (O&MN,N)	1.0	LO	
600101	Incremental Funding ACRN AA (O&MN,N)			
600102	Incremental Funding ACRN AB (O&MN,N)			
6101	Other Direct Costs and Travel. Non-Fee bearing. Material Handling and G&A only. Option Year 1. (O&MN,N)	1.0	LO	
610101	Exercise Option 1 ACRN AB (O&MN,N)			
610102	Incremental Funding - ACRN AC (O&MN,N)			
6201	Other Direct Costs and Travel. Non-fee bearing. Material Handling and G&A only. Option Year 2. (O&MN,N)	1.0	LO	

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 4 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

620101 Incremental
Funding - ACRN AG
(O&MN,N)

620102 Incremental
Funding - ACRN AJ
(O&MN,N)

620103 Incremental
Funding - ACRN AM
(O&MN,N)

6301 Other Direct 1.0 LO
Costs and Travel.
Non-fee bearing.
Material Handling
and G&A only.
Option Year 3.
(O&MN,N)

630101 Incremental
Funding - ACRN AN
(O&MN,N)

630102 Incremental
Funding - ACRN AP
(O&MN,N)

6401 Other Direct 1.0 LO
Costs and Travel.
Non-fee bearing.
Material Handling
and G&A only.
Option Year 4.
(O&MN,N)

640101 Incremental
Funding - ACRN
AS
(Accounting
Operation
Requirement)
(O&MN,N)

640102 Incremental
Funding - ACRN
AU
(Accounting
Operation
Requirement)
(O&MN,N)

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 5 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 TABLE BELOW) hours. The (SEE TABLE 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.

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

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

CLIN/ FIXED FEE / STAFF-HOURS / FEE PER DIRECT LABOR HOUR

4001

4101

4201

4301

4401

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 6 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 LIMITATION OF LIABILITY-INCREMENTAL FUNDING (JAN 1992) (5252.232-9400)

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

(b) The amounts currently available and allotted to this task order for payment of cost and fee, the items covered thereby and the period of performance for which it is estimated the allotted amount(s) will cover, are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED AMOUNT</u>	<u>PERIOD OF PERFORMANCE</u>
4001		17 July 2008 - 30 April 2009
6001		17 July 2008 - 16 July 2009
4101		17 July 2009 - 31 March 2010
6101		17 July 2009 - 31 March 2010
4201		17 July 2010 - 30 JUN 2011
6201		17 July 2010 - 30 April 2011
4301		17 July 2011 - 29 February 2011
6301		17 July 2011 - 30 November 2011
4401		17 July 2012 - 16 July 2013
6401		17 July 2012 - 16 July 2013

(c) The parties contemplate that the Government will allot additional amounts to this task order from time to time by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 7 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL), Standard Monthly Status Report (CDRL A001).

ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs (from contractors) will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

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.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 8 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including Confidential.

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

C-4 WORKWEEK (DEC 1999) (SPAWAR C-315)

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

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

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

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 9 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

- (a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.
- (b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
- (1) Routine inspection of contractor occupied work spaces.
 - (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
 - (3) Random inspections of personnel possessions on entry or exit from the installation.
- (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-6 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.

The contractor shall follow SECNAVINST 5239.3A of 20 Dec 2004 and DoD 8500.2 of 6 Feb 2003 when performing IA task orders.

C-7 OVERTIME REQUIREMENTS

Payment of overtime is discouraged. Overtime must be approved by Task Order Manager in advance.

C-8 KEY PERSONNEL

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 10 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

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

(d) List of Key Personnel

NAME	LEVEL	CONTRACT LABOR CATEGORY
	Sr.	Program Manager (FTE*)
	Sr.	Lead Financial Analyst (FTE*)
	Sr.	Lead Financial Analyst (FTE*)
	Mid	Financial Analyst (FTE*)
	Mid	Financial Analyst (FTE*)

* Full Time Equivalent (FTE) equals 2,080 hours per year.

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

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

C-9 PERSONNEL QUALIFICATIONS

The Key Personnel Desired Qualifications are the same for all seven (7) key personnel listed in clause C-8 and include the following desired qualifications: (1) an applicable Bachelors Degree in Accounting, Finance, Financial Management or other finance related field (2) two years experience in related PWS task area or applicable managerial work experience and (3) one year specialized experience in related PWS tasks of reconciling, validating, and finalizing unliquidated obligation balances and an in-depth knowledge of tasks related DoD, DoN, and SPAWAR procedures, processes, systems and organizations, (4) experience in preparing training materials and providing formal training.

C-10 LABOR CATEGORY IDENTIFICATION

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, ETC shall utilize the Contractor's standard labor category terminology as established in its proposal at the time of award. See also Section C-9 for the description of the Personnel Qualifications. For each category of labor specified by the Government, the offeror shall identify the corresponding company labor category/categories table:

Labor Category	Level	Offeror Corresponding Labor Level Categor
----------------	-------	---

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 11 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Program Manager
Lead Financial Analyst
Financial Analyst
Financial Analyst

Sr.
Sr.
Mid
Jr.

Program Manager
Senior Financial Analyst
Financial Analyst
Junior Financial Analyst

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 12 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager, G-6

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 13 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 14 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4001	7/16/2008 - 7/15/2009
4101	7/16/2009 - 7/15/2010
4201	7/16/2010 - 7/15/2011
4301	7/17/2011 - 7/16/2012
4401	7/17/2012 - 7/16/2013
6001	7/16/2008 - 7/15/2009
6101	7/16/2009 - 7/15/2010
6201	7/16/2010 - 7/15/2011
6301	7/17/2011 - 7/16/2012
6401	7/17/2012 - 7/16/2013

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN – DELIVERIES OR PERFORMANCE

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

BASE PERIOD:

4001 17 July 2008 – 16 July 2009

6001 17 July 2008 – 16 July 2009

OPTION 1:

4101 17 July 2009 – 16 July 2010

6101 17 July 2009 – 16 July 2010

OPTION 2:

4201 17 July 2010 – 16 July 2011

6201 17 July 2010 – 16 July 2011

OPTION 3:

4301 17 July 2011 – 16 July 2012

6301 17 July 2011 – 16 July 2012

OPTION 4:

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 15 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4401 17 July 2012 – 16 July 2013

6401 17 July 2012 – 16 July 2013

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 16 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001 and A002. Submissions are due monthly by the 15th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 1.0). 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 LINE ITEM SPECIFIC: PRORATION (DFARS 252.204-0006)(SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

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

This is a Cost Plus Fixed Fee - Level of Effort (TERM) task order.

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

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

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 17 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

Send Additional Email Notification To:

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name:
Code:
Address:
Phone:
E-Mail: _____

G-6 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The SPAWAR COR for this Task Order is:

Name:
Code:
Address:
Phone:
Email:

G-7 SEVERABLE SERVICE FUNDING

Note: This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. 2410(a). The period of performance is 12 months. The start date is 17 July 2008 and the end date is 16 July 2009.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 18 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
--------	-----------	--------

400101
LLA :
AA See FAD Sheet

600101
LLA :
AA See FAD Sheet

BASE Funding
Cumulative Funding

MOD 02

400101
LLA :
AA See FAD Sheet

600101
LLA :
AA See FAD Sheet

MOD 02 Funding
Cumulative Funding

MOD 03

400101
LLA :
AA See FAD Sheet

600101
LLA :
AA See FAD Sheet

MOD 03 Funding
Cumulative Funding

MOD 04

400102
LLA :
AB See FAD Sheet

410101
LLA :
AB See FAD Sheet

600102
LLA :
AB See FAD Sheet

610101
LLA :
AB See FAD Sheet

MOD 04 Funding
Cumulative Funding

MOD 05

410101
LLA :

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 19 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AB See FAD Sheet

MOD 05 Funding
Cumulative Funding

MOD 06

410102

LLA :

AC 1701804 5T6M 252 00039 050120 2D 000000 COST CODE: 000000178915

610102

LLA :

AC 1701804 5T6M 252 00039 050120 2D 000000 COST CODE: 000000178915

MOD 06 Funding
Cumulative Funding

MOD 07

410103

LLA :

AD 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000181226

MOD 07 Funding
Cumulative Funding

MOD 08

410104

LLA :

AE 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A00000338887

MOD 08 Funding
Cumulative Funding

MOD 09

410105 1300153762

LLA :

AF 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000419605
CIN 130015376200001

MOD 09 Funding
Cumulative Funding

MOD 10

410105 1300153762

LLA :

AF 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000419605
CIN 130015376200001

420101 1300166689

LLA :

AG 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000499848
CIN 130016668900002

620101 1300166689

LLA :

AG 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000499848
CIN 130016668900003

MOD 10 Funding
Cumulative Funding

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 20 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 11

420102 1300177501

LLA :

AH 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000556486

CIN 130017750100001

MOD 11 Funding
Cumulative Funding

MOD 12

420103 1300181954

LLA :

AJ 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000594149

CIN 130018195400001

620102 1300181954

LLA :

AJ 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000594149

CIN 130018195400001

MOD 12 Funding
Cumulative Funding

MOD 13

420104 1300189003

LLA :

AK 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000640730

CIN 130018900300001

MOD 13 Funding
Cumulative Funding

MOD 14

420105 1300191494

LLA :

AL 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000657659

CIN 130019149400001

MOD 14 Funding
Cumulative Funding

MOD 15

420106 1300200069

LLA :

AM 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000718698

CIN 130020006900001

620103 1300200069

LLA :

AM 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000718698

CIN 130020006900001

MOD 15 Funding
Cumulative Funding

MOD 16

420107 1300206841

LLA :

AN 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000762680

CIN 130020684100001

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4067	NS07	23	21 of 35	

430101 1300206841
 LLA :
 AN 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000762680
 CIN 130020684100002

630101 1300206841
 LLA :
 AN 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000762680
 CIN 130020684100002

MOD 16 Funding
 Cumulative Funding

MOD 17 Funding
 Cumulative Funding

MOD 18

430102 1300232557
 LLA :
 AP 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000920921
 CIN 130023255700001

630102 1300232557
 LLA :
 AP 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000920921
 CIN 130023255700001

MOD 18 Funding
 Cumulative Funding

MOD 19

430103 1300245403
 LLA :
 AQ 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001025313
 CIN 130024540300001 (Accounting Operation Requirement)

MOD 19 Funding
 Cumulative Funding

MOD 20

430104 1300250121
 LLA :
 AR 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001059212
 CIN 130025012100001 (Accounting Operation Req)

MOD 20 Funding
 Cumulative Funding

MOD 21

430104 1300250121
 LLA :
 AR 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001059212
 CIN 130025012100001 (Accounting Operation Req)(Deobligate per mod 21/PR
 1300269228)

440101 1300269228
 LLA :
 AS 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001191014
 CIN 130026922800001

440102 1300269228
 LLA :
 AT 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10001191014
 CIN 130026922800002

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 22 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

640101 1300269228

LLA :

AS 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001191014

CIN 130026922800001

MOD 21 Funding

Cumulative Funding

MOD 22

440103 1300308275

LLA :

AU 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001433142

CIN 130030827500001

640102 1300308275

LLA :

AU 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001433142

CIN 130030827500001

MOD 22 Funding

Cumulative Funding

MOD 23 Funding

Cumulative Funding

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 23 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS

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

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

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

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

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

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

H-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,

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 24 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

(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.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 25 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, and 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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 26 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____
TYPED NAME _____
DATE _____

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

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

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

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

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

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

H-7 TECHNICAL INSTRUCTIONS

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

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 27 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

and otherwise serve to accomplish the contractual statement of work.

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

H-9 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (FAR 52.219-6) (JUNE 2003)

a) Definition. "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

H-10 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H-11 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992) (SPAWAR 5252.243.9400)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 28 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Sandra J. Jones

ADDRESS: 4301 Pacific Coast Highway, San Diego, CA 92110

TELEPHONE: (858) 537-0306

E-MAIL: sandra.jones@navy.mil

**H-12 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY
REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND
NONPUBLIC INFORMATION (AUG 2011) (5252.237-9603)**

(a) Definition. As used in this clause, "sensitive information" includes:

(i) All types and forms of confidential business information, including financial information relating to a

contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or

schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and

FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC

423);

(iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;

(iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information

may include "sensitive information" or other information not previously made available to the public that

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 29 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information

comes from the Government or from third parties. The Contractor shall—

(i) Utilize accessed information and limit access to authorized users only for the purposes of performing

the services as required by the contract, and not for any other purpose unless authorized;

(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or

disclose any accessed information to any person or entity except those persons authorized to receive the

information as required by the contract or as authorized by Federal statute, law, or regulation;

(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation

to utilize information only for the purposes specified in the contract and to safeguard information from

unauthorized use and disclosure.

(iv) Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to

the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;

(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description

of the violation and the proposed actions to be taken, and shall include the business organization, other

entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until

authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 30 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of Interest (OCI) requirements which may also be included in the contract, and are in addition to any

personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts

that may require access to sensitive information in the performance of the contract.

Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar

days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for

Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan

shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include

the use of a firewall to separate Contractor personnel requiring access to information in the performance

of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair

competitive advantage with respect to any future Government requirements due to unequal access to

information. A "firewall" may consist of organizational and physical separation; facility and workspace

access restrictions; information system access restrictions; and other data security measures identified, as

appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure

to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its

submission may result, at a minimum, in rejection of the plan and removal of any system access.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 31 of 35	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 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$200,000.00 or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I-3 SUBCONTRACTS (FAR 52.244-2) (June 2007)

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 32 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

“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 is 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) or (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 subcontracts:

(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 contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 33 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 difference 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 a 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).

(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: _

1) IBM Corporation

Alternate I (Jun 2007). As prescribed in 44.204(a)(2), substitute the following paragraph (e)(2) for

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 34 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

paragraph (e)(2) of the basic clause:

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

I-3 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>
<http://www.arnet.gov.far/>

FAR SOURCE	TITLE	DATE
52.219-6	Notice of Small Business Set-Aside	(JUN 2003)
52.219-14	Limitations of Subcontracting	(DEC 1996)
52.232-18	Availability of Funds	(APR 1984)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 23	PAGE 35 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS)

Attachment No. 2 - CDRL A001 Revised with Attachment (SEP 12)

CDRL A001 Attachment 1 (SEP 12)

Attachment No. 3 - Contract Security Classification Specification (DD254)

Attachment No. 4 - Financial Accounting Data Sheet - Basic Award

Attachment No. 5 - Financial Accounting Data Sheet - Mod. 2

Attachment No. 6 - Financial Accounting Data Sheet - Mod. 3

Attachment No. 7 - Financial Accounting Data Sheet - Mod. 4

Attachment No. 8 - Financial Accounting Data Sheet - Mod. 5

Attachment No. 9 - Info Assurance (Company)

Attachment No. 10 - Info Assurance (Employee)