

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
36

3. EFFECTIVE DATE  
29-Jun-2016

4. REQUISITION/PURCHASE REQ. NO.  
1300567701

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

6. ISSUED BY  
SPAWAR HQ  
4301 Pacific Highway  
San Diego CA 92110  
mark.moniz@navy.mil 619-524-7194

CODE  
N00039

7. ADMINISTERED BY (If other than Item 6)  
DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

CODE  
S2404A  
SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
Information Planning Associates, Inc.  
5203 Leesburg Pike, #505  
Falls Church VA 22041-3404

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4371-NS02

10B. DATED (SEE ITEM 13)

01-Jan-2011

CAGE CODE  
2D732

FACILITY CODE

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

- (\*)  A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [X] D. OTHER (Specify type of modification and authority)  
FAR 52.232-22 – Limitation of Funds (APR 1984)

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)

Patrick A Dimla, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Patrick A Dimla

(Signature of Contracting Officer)

29-Jun-2016

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

1. The purpose of this modification is to incrementally fund the below listed CLIN. At the time MOD 34 was done, there was not enough capacity to fund 6401/04 by \$14,000. It was only funded by \$3,600. This MOD funds the difference of \$10,400.

2. The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,987,244.20 by \$10,400.00 to \$3,997,644.20.

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
640104 BE	O&MN,N	3,600.00	10,400.00	14,000.00

The total value of the order is hereby increased from \$5,624,108.82 by \$0.00 to \$5,624,108.82.

3. Sections B and G are modified accordingly.

4. This document provides funding for a severable service contract that crosses fiscal year in compliance with 10 U.S.C. 2410(a). The period of performance is 12 months. The start date is 01 July 2015 and end date is 30 June 2016.

5. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	R425	BASE YEAR - TOTAL HOURS - 9,280 (O&MN,N)	1.0	LO	\$932,837.64	\$74,627.01	\$1,007,464.65
400101	R425	Incremental Funding - ACRN AA (O&MN,N)					
400102	R425	Incremental Funding - ACRN AB (O&MN,N)					
400103	R425	Incremental Funding - ACRN AC (O&MN,N)					
400104	R425	Incremental Funding - ACRN AD (O&MN,N)					
400105	R425	Incremental Funding - ACRN AE (O&MN,N)					
400106	R425	Incremental Funding - ACRN AF (O&MN,N)					
400107	R425	Incremental Funding - ACRN AG (O&MN,N)					
400108	R425	Incremental Funding - ACRN AH (O&MN,N)					
4101	R425	OPTION YEAR ONE - TOTAL HOURS - 9,280 (O&MN,N)	1.0	LO	\$960,798.85	\$76,863.90	\$1,037,662.75
410101	R425	Incremental Funding - ACRN AK (O&MN,N)					
410102	R425	Incremental Funding - ACRN AL (O&MN,N)					
410103	R425	Incremental Funding - ACRN AM (O&MN,N)					
410104	R425	Incremental Funding - ACRN AN (O&MN,N)					
410105	R425	Incremental Funding - ACRN AN (Financial Systems Support) (O&MN,N)					
4201	R425	OPTION YEAR TWO - TOTAL HOURS - 9,280 (O&MN,N)	1.0	LO	\$989,618.53	\$79,169.48	\$1,068,788.01
420101	R425	Incremental Funding - ACRN AP (iRAPS Labor ) (O&MN,N)					
420102	R425	Incremental Funding - ACRN AQ (N2/N6 Prof Spt Services for iRAPS) (O&MN,N)					
420103	R425	Incremental Funding - ACRN AR (N2N6 PSA iRAPS Support) (O&MN,N)					
420104	R425	Incremental Funding - ACRN AS (NSN6 PAS iRAPS Support) (O&MN,N)					
420105	R425	Incremental Funding - ACRN AT (iRAPS Labor Support) (O&MN,N)					
4301	R425	OPTION YEAR THREE - TOTAL HOURS - 9,280 (O&MN,N)	1.0	LO	\$1,019,296.66	\$81,543.73	\$1,100,840.39
430101	R425	Incremental Funding ACRN AU (iRAPS Support) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430102	R425	Incremental Funding ACRN AV (iRAPS Support) (O&MN,N)					
430103	R425	Incremental Funding ACRN AW iRAPS Labor (O&MN,N)					
430104	R425	Incremental Funding ACRN AX iRAPS Labor (O&MN,N)					
430105	R425	Incremental Funding ACRN AY iRAPS Labor (Add \$167,166.66 per PR#1300397842-0003 Mod 26) (O&MN,N)					
430106	R425	Incremental Funding ACRN AW iRAPS Labor (O&MN,N)					
4401	R425	OPTION YEAR FOUR - TOTAL HOURS - 9,280 (O&MN,N)	1.0	LO	\$1,049,863.91	\$83,989.11	\$1,133,853.02
440101	R425	Incremental Funding - ACRN AZ N2/N6 iRAPS Support (O&MN,N)					
440102	R425	Incremental Funding - ACRN BA 1.1.5 iRAPS Labor/Virtual Hosting Comp (O&MN,N)					
440103	R425	Incremental Funding - ACRN BB N2/N6 Professional Support Services (O&MN,N)					
440104	R425	Incremental Funding - ACRN BD N2/N6 Prof Supp Serv for iRAPS (O&MN,N)					
440105	R425	Incremental Funding - ACRN BE N2/N6 CSS Professional Support Services - iRAPS (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R425	BASE YEAR - Other Direct Costs - Non-Fee Bearing, Material Handling and G&A Only (O&MN,N)	1.0	LO	\$55,100.00
600101	R425	Incremental Funding - ACRN AA (O&MN,N)			
600102	R425	Incremental Funding - ACRN AC (O&MN,N)			
600103	R425	Incremental Funding - ACRN AF (O&MN,N)			
600104	R425	Incremental Funding - ACRN AH (O&MN,N)			
600105	R425	Incremental Funding - ACRN AJ (O&MN,N)			
6101	R425	OPTION YEAR ONE - Other Direct Costs - Non-fee Bearing, Material Handling and G&A Only (O&MN,N)	1.0	LO	\$55,100.00
610101	R425	Incremental Funding - ACRN AK (O&MN,N)			
610102	R425	Incremental Funding - ACRN AL (O&MN,N)			
610103	R425	Incremental Funding - ACRN AM (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6201	R425	OPTION YEAR TWO - Other Direct Costs - Non-fee Bearing, Material Handling and G&A Only (O&MN,N)	1.0	LO	\$55,100.00
620101	R425	Incremental Funding - ACRN AP (iRAPS Travel (ODC)) (O&MN,N)			
6301	R425	OPTION YEAR THREE - Other Direct Costs - Non-fee Bearing, Material Handling and G&A Only (O&MN,N)	1.0	LO	\$44,700.00
630101	R425	Incremental Funding ACRN iRAPS Support (O&MN,N)			
630102	R425	Incremental Funding ACRN AW iRAPS Labor (O&MN,N)			
6401	R425	OPTION YEAR FOUR - Other Direct Costs - Non-fee Bearing, Material Handling and G&A Only (O&MN,N)	1.0	LO	\$65,500.00
640101	R425	Incremental Funding - ACRN BA 1.1.5 iRAPS Labor/Virtual Hosting Comp (O&MN,N)			
640102	R425	Incremental Funding - ACRN BC 1.1.5 iRAPS Labor/Virtual Hosting Comp (O&MN,N)			
640103	R425	Incremental Funding - ACRN BD N2/N6 Prof Supp Serv for iRAPS (O&MN,N)			
640104	R425	Incremental Funding - ACRN BE N2/N6 CSS Professional Spt Service-iRAPS (O&MN,N)			

### 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 OTHER DIRECT COSTS

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

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

(a) Total Estimated Hours.

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

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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.

<u>TABLE</u>	<u>CLIN</u>	<u>FIXED FEE</u>	<u>HOURS</u>	<u>FEE PER DIRECT LABOR HOUR</u>
BASE YEAR	4001	\$74,627.01	9,280	\$ 8.0417
OPTION I	4101	\$76,863.90	9,280	\$ 8.2827
OPTION II	4201	\$79,169.48	9,280	\$ 8.5312
OPTION III	4301	\$81,543.73	9,280	\$ 8.7870
OPTION IV	4401	\$83,989.11	9,280	\$ 9.0506

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.

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

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

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

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

ITEM(S)            AMOUNT ALLOTTED (COST AND FEE)

4001	\$646,300.00
4101	\$680,205.00
4201	\$699,003.00
4301	\$740,600.00
4401	\$1,024,000.00
6001	\$ 36,411.20
6101	\$ 38,225.00
6201	\$ 35,000.00
6301	\$ 44,700.00

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6401                    \$ 65,500.00

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

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

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

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

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

### **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.



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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 Secret.

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

**C-4 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 & DoD 8500.2 of 6 Feb 2003 when performing IA tasks orders.

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

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

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

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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.

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

(e) The contractor is responsible for the conduct of employees performing work under this contract

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and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

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

**C-7 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001) (SPAWAR C-718)**

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

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-8 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 time of award. For each category of labor specified by the Government, the offeror shall identify the corresponding company labor category/categories table:

<b>Labor Category</b>	<b>Offeror Corresponding Labor Category</b>
Senior Engineer	Senior Systems Engineer (Senior)
Engineer	Database Engineer
Information Technology Specialist	Information Technology Specialist (Level 4)
Junior Information Technology Specialist	Information Technology Specialist (Level 2)

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## **SECTION D PACKAGING AND MARKING**

See Section G – Contracting Officer's Representative

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4001	1/1/2011 - 12/31/2011
4101	1/1/2012 - 12/31/2012
4201	1/1/2013 - 12/31/2013
4301	1/1/2014 - 12/31/2014
4401	1/1/2015 - 6/30/2016
6001	1/1/2011 - 12/31/2011
6101	1/1/2012 - 12/31/2012
6201	1/1/2013 - 12/31/2013
6301	1/1/2014 - 12/31/2014
6401	1/1/2015 - 6/30/2016

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

#### CLIN – DELIVERIES OR PERFORMANCE

##### BASE PERIOD:

4001 1 January 2011 – 31 December 2011

6001 1 January 2011 – 31 December 2011

##### OPTION 1:

4101 1 January 2012 – 31 December 2012

6101 1 January 2012 – 31 December 2012

##### OPTION 2:

4201 1 January 2013 – 31 December 2013

6201 1 January 2013 – 31 December 2013

##### OPTION 3:

4301 1 January 2014 – 31 December 2014

6301 1 January 2014 – 31 December 2014

##### OPTION 4:

4401 1 January 2015 – 30 June 2016

6401 1 January 2015 – 30 June 2016

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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.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

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

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15<sup>th</sup> of the following month to the Contracting Officer's Representative. 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 Contracting Officer's Representative.

### **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) (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>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Cost back-up documentation shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the Contracting Officer's Representative.



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

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

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S2404A
Inspector DODAAC (if applicable)	N00039 ( <a href="mailto:hana.li-torres@navy.mil">hana.li-torres@navy.mil</a> )
Acceptor DODAAC:	N00039 ( <a href="mailto:hana.li-torres@navy.mil">hana.li-torres@navy.mil</a> )
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DODAAC:	HAA210
Service Approver DODAAC:	N00039
PAY DODAAC:	HQ0338

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

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

Send Additional Email Notification To:
<a href="mailto:hana.li-torres@navy.mil">hana.li-torres@navy.mil</a>

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The SPAWAR Ombudsman for this Task Order is:

Name: CDR Joel Pitel  
Code: SPAWAR 2.0B  
Address: 4301 Pacific Highway, San Diego CA 92110  
Phone: (619) 524-7598  
E-Mail: [joel.pitel@navy.mil](mailto:joel.pitel@navy.mil)

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

The Primary COR for this Task Order is:

Name: Hana Li-Torres  
Code: 1.0  
Address: 4301 Pacific Highway, San Diego, CA 92110-3127  
Phone: 619-524-7089  
Email: hana.li-torres@navy.mil

**G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)  
(SPAWAR G-321)**

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

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

Accounting Data

SLINID	PR Number	Amount
400101	1300187161	25883.00
LLA :		
AA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000629964		
CIN 130018716100001		
600101	1300187161	8000.00
LLA :		
AA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000629964		
CIN 130018716100001		

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BASE Funding 33883.00  
Cumulative Funding 33883.00

MOD 01

400102 1300189142 8471.00  
LLA :  
AB 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000641468  
CIN 130018914200001

MOD 01 Funding 8471.00  
Cumulative Funding 42354.00

MOD 02

400103 1300191008 38660.00  
LLA :  
AC 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000654058  
CIN 130019100800001

400104 1300191008 92000.00  
LLA :  
AD 1711804 11BS 251 47039 W 068892 2D CDS505 COST CODE: 470391CAR6AQ  
Standard Number: Ref OCF Doc: N4703911RCDS505  
CIN 130019100800002

600102 1300191008 2000.00  
LLA :  
AC 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000654058  
CIN 130019100800001

MOD 02 Funding 132660.00  
Cumulative Funding 175014.00

MOD 03

400105 1300198669 184000.00  
LLA :  
AE 1711804 11BS 251 47039 W 068892 2D CDS505 COST CODE: 470391CAR6AQ  
Standard Number: Ref Doc: N4703911RCDS505  
CIN 130019866900001

MOD 03 Funding 184000.00  
Cumulative Funding 359014.00

MOD 04

400106 1300206472 110286.00  
LLA :  
AF 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000760481  
CIN 130020647200001

600103 1300206472 10000.00  
LLA :  
AF 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000760481  
CIN 130020647200001

MOD 04 Funding 120286.00  
Cumulative Funding 479300.00

MOD 05

400107 1300212277 92000.00  
LLA :  
AG 1711804 11BS 251 47039 W 068892 2D CDS505 COST CODE: 470391CAR6AQ  
Standard Number: Ref OCF Doc: N4703911RCDS505  
CIN 130021227700001

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MOD 05 Funding 92000.00  
Cumulative Funding 571300.00

MOD 06

400108 1300220195 95000.00  
LLA :  
AH 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000840066  
CIN 130022019500001

600104 1300220195 13000.00  
LLA :  
AH 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000840066  
CIN 130022019500001

MOD 06 Funding 108000.00  
Cumulative Funding 679300.00

MOD 07 Funding 0.00  
Cumulative Funding 679300.00

MOD 08

600105 1300228414 3411.20  
LLA :  
AJ 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000889523  
CIN 130022841400001

MOD 08 Funding 3411.20  
Cumulative Funding 682711.20

MOD 09

410101 1300236631 45051.00  
LLA :  
AK 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000951061  
CIN 130023663100001

610101 1300236631 10000.00  
LLA :  
AK 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000951061  
CIN 130023663100001

MOD 09 Funding 55051.00  
Cumulative Funding 737762.20

MOD 10

410102 1300243993 185771.00  
LLA :  
AL 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001013202  
CIN 130024399300001

610102 1300243993 10000.00  
LLA :  
AL 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001013202  
CIN 130024399300001

MOD 10 Funding 195771.00  
Cumulative Funding 933533.20

MOD 11 Funding 0.00  
Cumulative Funding 933533.20

MOD 12

410103 1300251496 65383.00

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LLA :  
AM 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001068201  
CIN 130025149600001

410104 1300251496 192000.00

LLA :  
AN 1721804 11T0 251 47039 0 068892 2D CD6093 COST CODE: 47039251N6AQ  
Standard Number: OCF# N4703912RCD6093  
CIN 130025149600002

610103 1300251496 18225.00

LLA :  
AM 1721804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001068201  
CIN 130025149600001

MOD 12 Funding 275608.00  
Cumulative Funding 1209141.20

MOD 13

410105 1300272484 192000.00

LLA :  
AN 1721804 11T0 251 47039 0 068892 2D CD6093 COST CODE: 47039251N6AQ  
Standard Number: OCF: N4703912RCD6093...  
CIN 130027248400001: \$192,000.00

MOD 13 Funding 192000.00  
Cumulative Funding 1401141.20

MOD 14 Funding 0.00  
Cumulative Funding 1401141.20

MOD 15

420101 1300322426 308003.00

LLA :  
AP 1731804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001534628  
CIN 130032242600001  
(iRAPS Labor )

620101 1300322426 35000.00

LLA :  
AP 1731804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00001534628  
CIN 130032242600001  
(iRAPS Travel (ODC))

MOD 15 Funding 343003.00  
Cumulative Funding 1744144.20

MOD 16

420102 1300327898 97500.00

LLA :  
AQ 1731804 11T0 251 47039 0 068892 2D CD7057 COST CODE: 47039351N6AQ  
Standard Number: N4703913RCD7057  
CIN 130032789800001: \$97,500.00  
(N2/N6 Prof Spt Services for iRAPS)

MOD 16 Funding 97500.00  
Cumulative Funding 1841644.20

MOD 17

420103 1300338312 98000.00

LLA :  
AR 1731804 11T0 251 47039 0 068892 2D CD7057 COST CODE: 47039351N6AQ  
Standard Number: N4703913RCD7057  
CIN 130033831200001: \$98,000.00

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(N2N6 PSA iRAPS Support)

MOD 17 Funding 98000.00  
Cumulative Funding 1939644.20

MOD 18

420104 1300355150 97750.00  
LLA :  
AS 1731804 11T0 251 47039 0 068892 2D CD7057 COST CODE: 47039351N6AQ  
Standard Number: OCF DOC # N4703913RCD7057  
CIN 130035515000001  
(NSN6 PAS iRAPS Support)

MOD 18 Funding 97750.00  
Cumulative Funding 2037394.20

MOD 19

420105 1300377506 97750.00  
LLA :  
AT 1731804 11T0 251 47039 0 068892 2D CD7057 COST CODE: 47039351N6AQ  
Standard Number: N4703913RCD7057  
Incremental Funding - ACRN AT  
(iRAPS Labor Support)  
CIN 130037750600001

MOD 19 Funding 97750.00  
Cumulative Funding 2135144.20

MOD 20

430101 1300394227 174000.00  
LLA :  
AU 1741804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00002054558  
CIN 130039422700001  
iRAPS Support

630101 1300394227 19000.00  
LLA :  
AU 1741804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00002054558  
CIN 130039422700001  
iRAPS Support

MOD 20 Funding 193000.00  
Cumulative Funding 2328144.20

MOD 21

430102 1300397842 97500.00  
LLA :  
AV 1741804 11T0 252 47039 C 068892 2D CD8056 COST CODE: 4703941CN6AQ  
Standard Number: Ref Doc. N4703914RCD8056  
CIN 130039784200001  
iRAPS Support

MOD 21 Funding 97500.00  
Cumulative Funding 2425644.20

MOD 22

430103 1300394227-0001 142600.00  
LLA :  
AW 1741804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00002054558  
CIN 130039422700002  
iRAPS Labor

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630102 1300394227-0001 13400.00  
 LLA :  
 AW 1741804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00002054558  
 CIN 130039422700002  
 iRAPS Labor

MOD 22 Funding 156000.00  
 Cumulative Funding 2581644.20

MOD 23

430104 1300397842-0001 69666.67  
 LLA :  
 AX 1741804 11T0 252 47039 B 068892 2D CD8127 COST CODE: 4703945N6RAQ  
 Standard Number: Doc#: N4703914RCD8127  
 CIN 130039784200002  
 iRAPS Labor

MOD 23 Funding 69666.67  
 Cumulative Funding 2651310.87

MOD 24

430105 1300397842-0002 69666.67  
 LLA :  
 AY 1741804 11T0 252 47039 B 068892 2D CD8127 COST CODE: 4703945N6RAQ  
 Standard Number: Doc#: N4703914RCD8127  
 CIN 130039784200003  
 iRAPS Labor

MOD 24 Funding 69666.67  
 Cumulative Funding 2720977.54

MOD 25

430106 1300394227 20000.00  
 LLA :  
 AW 1741804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00002054558  
 CIN 130039422700003  
 iRAPS Labor

MOD 25 Funding 20000.00  
 Cumulative Funding 2740977.54

MOD 26

430105 1300397842-0002 167166.66  
 LLA :  
 AY 1741804 11T0 252 47039 B 068892 2D CD8127 COST CODE: 4703945N6RAQ  
 Standard Number: Doc#: N4703914RCD8127  
 CIN 130039784200003  
 iRAPS Labor  
 (Add \$167,166.66 per PR#1300397842-0003, Mod 26, CIN 130039784200004)

MOD 26 Funding 167166.66  
 Cumulative Funding 2908144.20

MOD 27 Funding 0.00  
 Cumulative Funding 2908144.20

MOD 28

440101 1300469199 116874.00  
 LLA :  
 AZ 1751804 11T0 252 47039 B 068892 2D CD9036 COST CODE: 4703955N6RAQ  
 N2/N6 iRAPS Support  
 CIN 130046919900001

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MOD 28 Funding 116874.00  
Cumulative Funding 3025018.20

MOD 29

440102 1300474321 330000.00  
LLA :  
BA 1751804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00002695379  
1.1.5 iRAPS Labor/Virtual Hosting Comp  
CIN 130047432100001

640101 1300474321 31500.00  
LLA :  
BA 1751804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00002695379  
1.1.5 iRAPS Labor/Virtual Hosting Comp  
CIN 130047432100001

MOD 29 Funding 361500.00  
Cumulative Funding 3386518.20

MOD 30

440103 1300474321-0001 283126.00  
LLA :  
BB 1751804 11T0 252 47039 B 068892 2D CD9036 COST CODE: 4703955N6RAQ  
Standard Number: Reference DOC: N4703915RCD9036\_01  
N2/N6 Professional Support Services  
CIN 130047432100002

MOD 30 Funding 283126.00  
Cumulative Funding 3669644.20

MOD 31

640102 1300519395 10000.00  
LLA :  
BC 1751804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00003012933  
1.1.5 iRAPS Labor/Virtual Hosting Comp  
CIN 130051939500001: \$10,000.00

MOD 31 Funding 10000.00  
Cumulative Funding 3679644.20

MOD 32 Funding 0.00  
Cumulative Funding 3679644.20

MOD 33

440104 1300543665 80000.00  
LLA :  
BD 1761804 11T0 251 47039 B 068892 2D CD1034 COST CODE: 4703965N6RAQ  
N2/N6 Prof Supp Serv for iRAPS  
CIN 130054366500001

640103 1300543665 10000.00  
LLA :  
BD 1761804 11T0 251 47039 B 068892 2D CD1034 COST CODE: 4703965N6RAQ  
N2/N6 Prof Supp Serv for iRAPS  
CIN 130054366500002

MOD 33 Funding 90000.00  
Cumulative Funding 3769644.20

MOD 34

440105 1300567701 214000.00



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LLA :  
BE 1761804 11T0 251 47039 B 068892 2D CD1034 COST CODE: 4703965N6RAQ  
Standard Number: Reference Doc: N4703916RCD1034  
N2/N6 CSS Professional Support Services - iRAPS  
CIN 130056770100001

640104 1300567701 3600.00

LLA :  
BE 1761804 11T0 251 47039 B 068892 2D CD1034 COST CODE: 4703965N6RAQ  
Standard Number: Reference Doc: N4703916RCD1034  
N2/N6 CSS Professional Spt Service-iRAPS

MOD 34 Funding 217600.00  
Cumulative Funding 3987244.20

MOD 35 Funding 0.00  
Cumulative Funding 3987244.20

MOD 36

640104 1300567701 10400.00

LLA :  
BE 1761804 11T0 251 47039 B 068892 2D CD1034 COST CODE: 4703965N6RAQ  
Standard Number: Reference Doc: N4703916RCD1034  
N2/N6 CSS Professional Spt Service-iRAPS

MOD 36 Funding 10400.00  
Cumulative Funding 3997644.20

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

### H-2 DATA RIGHTS

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

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

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWARSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSYSCOM prior to completion of the picture badge request.
- (b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) At the completion of the contract, the contractor shall forward to SPAWARSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

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

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

### H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (SPAWAR H-359)

- (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,
  - (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 have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
  - (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
  - (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of Information provided by the contractor to the Government.
- (g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.
- (h) The Prime Contractor has submitted a signed copy of the Contractor to SPAWAR Non-Disclosure Agreement.

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

- (a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:
- (1) Planning phase.
  - (2) Defense Planning Guidance.
  - (3) Programming Phase.
  - (4) Fiscal Guidance (when separate from Defense Planning guidance).
  - (5) Program Objective Memoranda.
  - (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
  - (7) Program review Proposals.
  - (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
  - (9) Proposed Military Department Program Reductions (or Program Offsets).
  - (10) Tentative Issue Decision Memoranda.
  - (11) Program Decision Memoranda.
  - (12) Budgeting Phase.
  - (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
  - (14) Classified P1, R1 and C1.
  - (15) Program Budget Decisions and Defense Management Report Decisions.
  - (16) Reports Generated by the Automated Budget Review System (BRS).
  - (17) DD 1414 Base for Reprogramming.
  - (18) DD 1416 Report of Programs.
  - (19) Contract Award Reports.
  - (20) Congressional Data Sheets.
  - (21) Any other data or information identified by the Government as PPBS data or information.

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

- (b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific 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 members 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.

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(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 N00178-05-D-4371 NS02 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 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 NOTICE OF POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST**

(a) *Definitions.* As used in this provision-

*Contractor* means the total contractor organization and any proposed teaming arrangement, and includes all subcontractors, consultants, subsidiaries, and affiliates.

*Organizational conflict of interest* means a situation in which, with reference to a particular acquisition, a contractor or any of its prospective subcontractors, by virtue of its past or present performance of another Government contract, grant, cooperative agreement, or other transaction-

- (1) Had access to non-public information that may provide an unfair advantage in competing for some or all of the proposed effort; or
- (2) Was in a position to set the ground rules, and thereby affect the competition, for the proposed acquisition.

(b) *Proposal requirements.*

- (1) The contractor shall-
  - (i) (A) Disclose all relevant information regarding any organizational conflicts of interest; or
  - (B) Represent, to the best of its knowledge and belief, that there are no organizational conflicts of interest; and
  - (ii) Describe any work performed on any contracts, subcontracts, grants, cooperative agreements, or other transactions within the past five (5) years that is associated with the proposed effort; and
  - (iii) Describe any work performed, including any access to information, in support of SPAWAR Code 1.0.
- (2) The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists.
- (3) Compliance with this requirement is a material requirement of the contract.

(c) *Termination for default.* If the successful contractor was aware, or should have been aware, of an organizational conflict of interest before award of this contract and did not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

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

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

**H-10 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 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 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.

**H-11 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:

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

(b) General

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

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

- (i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work).
- (ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.
- (iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:
  - (a) is self-propelled and licensed to travel on the public highways;
  - (b) is designed to carry passengers or goods; and
  - (c) has four or more wheels or is a motorcycle or moped.
- (iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.
- (v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.
- (vi) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

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

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

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

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

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

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

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

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

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

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

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

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

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**SECTION I CONTRACT CLAUSES**

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

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.
- (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 SUBCONTRACT (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 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:

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(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor’s current, complete, and accurate cost or pricing data and Certificate of Current Cost or

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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.

(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:

N/A

*Alternate I*

(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 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (MAY 2010)**

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

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a

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subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

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

(b) The Contractor—

(1) Agrees not to—

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

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

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

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

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

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

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

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

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

(End of clause)

#### I-4 CLAUSES INCORPORATED BY REFERENCE

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

#### I-5 252.204-7012 Safeguarding of Unclassified Controlled Technical Information.

SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information. The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—*

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer an explanation of how—

(A) The required security control identified in the following table is not applicable;

(B) An alternative control or protective measure is used to achieve equivalent protection.



(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, "Security and Privacy Controls for Federal Information Systems and Organizations" (<http://csrc.nist.gov/publications/PubsSPs.html>)).

<u>Access Control</u>	<u>Audit &amp; Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System &amp; Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)		SC-7
AC-6	AU-7		<u>Physical and Environmental Protection</u>	SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
AC-18(1)	<u>Configuration Management</u>	IR-5		SC-28
AC-19	CM-2	IR-6	<u>Program Management</u>	
AC-20(1)	CM-6		PM-10	<u>System &amp; Information Integrity</u>
AC-20(2)	CM-7	<u>Maintenance</u>		SI-2
AC-22	CM-8	MA-4(6)	<u>Risk Assessment</u>	SI-3
		MA-5	RA-5	SI-4
<u>Awareness &amp; Training</u>	<u>Contingency Planning</u>	MA-6		
AT-2	CP-9			

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**Legend:**

**AC: Access Control MA: Maintenance**

**AT: Awareness and Training MP: Media Protection**

**AU: Auditing and Accountability PE: Physical & Environmental Protection**

**CM: Configuration Management PM: Program Management**

**CP: Contingency Planning RA: Risk Assessment**

**IA: Identification and Authentication SC: System & Communications Protection**

**IR: Incident Response SI: System & Information Integrity**

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil>) within 72 hours of discovery of any cyber incident described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

- (i) Data Universal Numbering System (DUNS).
- (ii) Contract numbers affected unless all contracts by the company are affected.
- (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
- (iv) Point of contact if different than the POC recorded in the System for Award Management (SAM) (address, position, telephone, email).
- (v) Contracting Officer point of contact (address, position, telephone, email).
- (vi) Contract clearance level.
- (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
- (viii) DoD programs, platforms or systems involved.
- (ix) Location(s) of compromise.
- (x) Date incident discovered.
- (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
- (xii) Description of technical information compromised.
- (xiii) Any additional information relevant to the information compromise.

(2) *Reportable cyber incidents.* Reportable cyber incidents include the following:

- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of unclassified controlled technical information resident on or transiting through Contractor's or subcontractors', unclassified information systems.

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(ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauth Contractor's unclassified information system on which unclassified controlled technical in resident on or transiting.

(3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified informa systems under other clauses that may apply to its contract, or as a result of other U.S. Government legis and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).

(4) *Contractor actions to support DoD damage assessment.* In response to the reported cyber incident, the Contractor shall—

(i) Conduct further review of its unclassified network for evidence of compromise resulting incident to include, but is not limited to, identifying compromised computers, servers, speci accounts. This includes analyzing information systems that were part of the compromise, a information systems on the network that were accessed as a result of the compromise;

(ii) Review the data accessed during the cyber incident to identify specific unclassified cont information associated with DoD programs, systems or contracts, including military progra technology; and

(iii) Preserve and protect images of known affected information systems and all relevant m capture data for at least 90 days from the cyber incident to allow DoD to request informatio interest.

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Offic request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provid of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files a images exists unless there are legal restrictions that limit a company's ability to share digital media. Th Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitation the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Work Statement

Attachment 2 - CDRL A001 (Revised 05/21/13)

Attachment 2 (a) - CDRL A001 - Attachment 1 MSR (Staffing Plan Spreadsheet) (Revised 05/21/13)

Attachment 2 (b) - CDRL A001 - Attachment 2 MSR (Staffing Plan Spreadsheet) (Revised 05/21/13)

Attachment 3 - Contract Security Classification Specification (DD254)

Attachment 4 - Info Assurance NDA (Company)

Attachment 5 - Info Assurance NDA (Employee)