2. AMENDMENT/MODIFICATION NO. 3
3. EFFECTIVE DATE 04-Mar-2013
4. REQUISITION/PURCHASE REQ. NO. 1300251060-0001
5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE N66001
7. ADMINISTERED BY CODE S0514A

SPAWAR Systems Center, Pacific
53560 Hull Street
San Diego CA 92152-5001

DCMA SAN DIEGO
7675 DAGGET STREET, SUITE 200
SAN DIEGO CA 92111-2241

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
   MTC Services
   344 F Street, Suite 202
   Chula Vista CA 91910-0264

9A. AMENDMENT OF SOLICITATION NO. [X]
9B. DATED (SEE ITEM 11) 22-Mar-2010

10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4087-7N02
10B. DATED (SEE ITEM 13) 06-Mar-2013

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) Mutual agreement of the parties.

E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Mary P. Pope, Executive Director
15B. CONTRACTOR/OFFEROR /s/Mary P. Pope
15C. DATE SIGNED 05-Mar-2013

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Oralee C Martin, Contracting Officer
16B. UNITED STATES OF AMERICA /s/Oralee C Martin
16C. DATE SIGNED 06-Mar-2013

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE
30-105

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

The purpose of this modification is to realign ceiling from Option 1 to Option 2. Accordingly, said Task Order is modified as follows. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

<table>
<thead>
<tr>
<th>CLIN/SLIN</th>
<th>Type Of Fund</th>
<th>From ($)</th>
<th>By ($)</th>
<th>To ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>400205</td>
<td>RDT&amp;E</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>400206</td>
<td>RDT&amp;E</td>
<td>0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>CLIN/SLIN</th>
<th>From ($)</th>
<th>By ($)</th>
<th>To ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
<tr>
<td>4002</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
<td>[Redacted]</td>
</tr>
</tbody>
</table>
## SECTION B SUPPLIES OR SERVICES AND PRICES

### CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Supplies/Services</th>
<th>Qty</th>
<th>Unit</th>
<th>Est. Cost</th>
<th>Fixed Fee</th>
<th>CPFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>4000</td>
<td>R&amp;D Support Services in accordance with the Performance Work Statement (PWS) and Contract Data Requirements List, Attachment 1 (CDLR) (RDT&amp;E) (RDT&amp;E)</td>
<td>1.0</td>
<td>LO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

400001 FIRST INCREMENT FOR CLIN 4000: $151,027 (RDT&E)

400002 SECOND INCREMENT FOR CLIN 4000: $60,000 (OTHER)

400003 Increase AA by $14992.25 (RDT&E)

<table>
<thead>
<tr>
<th>Item</th>
<th>Supplies/Services</th>
<th>Qty</th>
<th>Unit</th>
<th>Est. Cost</th>
<th>Fixed Fee</th>
<th>CPFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>4001</td>
<td>R&amp;D Support Services in accordance with the Performance Work Statement (PWS) and Contract Data Requirement List, (CDRL) (RDT&amp;E) OPTION 1 (RDT&amp;E)</td>
<td>1.0</td>
<td>LO</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

400101 AC: Funded for $69,589 (RDT&E)

400102 AD: Funded for $100,000 (RDT&E)

400103 AB: Funded for $140,000 (RDT&E)

400104

400105

400106
4002  R&D support
      Services in accordance with the Performance Work Statement (PWS) and Contract Data Requirements List (CDRL), (RDT&E) Option 2 (RDT&E)

400201  First Increment for CLIN 4002 for $20,000 (RDT&E)

400202  First Increment for CLIN 4002 for $18,000 (RDT&E)

400203  Second Increment for CLIN 4002 for $207,394 (RDT&E)

400204  Second increment for CLIN 4002 for $183,464.25 (RDT&E)

400205  Realignment of ceiling from Option 1 to Option 2. (RDT&E)

400206  Realignment of ceiling from Option 1 to Option 2. (RDT&E)

400207

400208

400209

For ODC Items:

<table>
<thead>
<tr>
<th>Item</th>
<th>Supplies/Services</th>
<th>Qty</th>
<th>Unit</th>
<th>Est. Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>6000</td>
<td>Other Direct Costs - Travel (RDT&amp;E) CLIN 6000 is</td>
<td>1.0</td>
<td>LO</td>
<td></td>
</tr>
</tbody>
</table>
funded to 8980.75
(RDT&E)

6001 Other Direct Costs - Travel (RDT&E) Option 1 (RDT&E)

600101 AC: Funded for $5,411.00 (RDT&E)

6002 Other Direct Cost - Travel (RDT&E) Option 2 (RDT&E)

600201 First Increment for CLIN 6002 for $2,000 (RDT&E)

600202 Second increment for CLIN 6002 for $23,929 (RDT&E)

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.

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: [REDACTED]. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to [REDACTED] percent of the amounts invoiced by the Contractor under the “Allowable Cost and Payment” clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the “Fixed Fee” clause. In the event of discontinuance of the work in accordance with clause of this contract entitled “Limitation of Cost” the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

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

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

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled “Fixed Fee”, are as follows:

<table>
<thead>
<tr>
<th>ITEM(S)</th>
<th>ALLOTTED TO FIXED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4002</td>
<td>[REDACTED]</td>
</tr>
</tbody>
</table>
(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I “Limitation of Funds” clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

<table>
<thead>
<tr>
<th>ITEM(S)</th>
<th>ALLOTTED TO COST</th>
<th>PERIOD OF PERFORMANCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>4002</td>
<td></td>
<td>FROM 22 Mar 2012 THROUGH 21 Mar 2013</td>
</tr>
</tbody>
</table>

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.
SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

PERFORMANCE WORK STATEMENT

FOR

Advanced Torpedo Defense System Engineering Support

Date: 15 October 2009

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare Systems Command is acquiring Engineering Support Services required to develop, fabricate, assemble, program, evaluate, repair, and modify specialized Under Sea Warfare (USW) Systems and subsystems to incorporate Anti-Torpedo Torpedo Defense System (ATTDS).

2.0 BACKGROUND

The Space and Naval Warfare Systems Center, Pacific (SSC-Pacific), Code 71743, is tasked by Naval Under-Sea Warfare Center (NUWC) Newport via NAVSEASYSCOM, PMS 415, to provide engineering support for supporting definitions and development of fire control to weapon interface and electronics interface requirements to enable ATTDS implementation on US Navy surface combatant platforms.

3.0 SCOPE

The contractor shall provide technical and engineering support for Under-Sea Warfare (USW) Fire Control Systems interface to Anti-Torpedo Torpedo Detection System in task areas under Technical Requirements; Specification and Design, Fabrication and Integration, Test and Evaluation, Studies and Analysis, and System Safety/Weapon Certification Support, each with related functional subtasks.

4.0 PERFORMANCE REQUIREMENTS

The contractor shall perform the following tasks.

4.1 Specification and Design

The contractor shall design systems, subsystems and components for Anti-Torpedo Torpedo Defense System (ATTDS), including the following: (CDRLs A005, A007, A011 and A015)

4.1.1 Develop requirements, specifications and/or designs at the system, subsystem, component level, and/or for hardware/software test aids/interfaces. (RDT&E)
4.1.2 Develop, modify and incorporate software/firmware code to existing and future systems for the incorporation and integration of ATTDS requirements. (RDT&E)

4.1.3 Prepare technical data. Including, as a minimum: engineering drawings, design and procedural documents, parts lists, technical reports, change proposals, operators/service manuals and software documentation. (RDT&E)

4.1.4 **Acceptable Quality Level**

Acceptable Quality Level will be assessed accordance with clause C-2.

4.1.5 **Method of Surveillance**

The Government will monitor and assess the Contractor’s performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement.” The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.2 **Fabrication and Integration**

The contractor shall be tasked to build, integrate and install systems, subsystems and components in Under Sea Warfare (USW) related to ATTDS, including the following:

4.2.1 Fabricate, integrate, and assemble systems, subsystems, components, and/or hardware/software test aids/interfaces. (RDT&E)

4.2.2 Develop/modify technical manuals and operator/maintenance manuals. (RDT&E)

4.2.3 Install prototype systems/subsystems/components, production systems, subsystems, and components. (RDT&E)

4.2.4 **Acceptable Quality Level**

Acceptable Quality Level will be assessed in accordance with clause C-2.

4.2.5 **Method of Surveillance**

The Government will monitor and assess the Contractor’s performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement.” The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.3 **Test and Evaluation**

The contractor shall be tasked to build, integrate and install systems, subsystems and components in Under Sea Warfare (USW) Systems ATTDS, including the following: (CDRL A004)
4.3.1 Test systems, subsystems and components. (RDT&E)

4.3.2 Integrate, deploy and operate systems, subsystems and components. (RDT&E)

4.3.3 Develop and maintain test support tools and equipment for system, subsystems, and component tests for USW support and integration. (RDT&E)

4.3.4 Conduct acceptance and integration level tests. Analyze test results and generate analysis reports. (RDT&E)

4.3.5 Develop training plans and materials, conduct training courses, and step-by-step operating procedures for USW system/subsystem and/or component hardware/software. (RDT&E)

4.3.6 **Acceptable Quality Level**

Acceptable Quality Level will be assessed in accordance with clause C-2.

4.3.7 **Method of Surveillance**

The Government will monitor and assess the Contractor’s performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement.” The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.4 **Studies and Analysis**

The contractor shall be tasked to build, integrate and install systems, subsystems and components in Under Sea Warfare (USW) Systems for ATTDS, including the following:

4.4.1 Perform studies and give recommendations for proposed concepts or enhancements. Prepare updates to concept/enhancement documents. (RDT&E)

4.4.2 Employ latest technological advances related to hardware or software applications. Incorporate the latest technology to the applicable systems and future systems by selecting appropriate specifications for current and projected systems, subsystem, and components and analyze the results. (RDT&E)

4.4.3 Reduce and process raw data by utilizing all available facilities. Use applicable simulations or performance evaluation models to determine the effectiveness of systems, subsystems, and components. Process data gathered from system, subsystem, and concept validation tests. Analyze the results and compare them to results obtained from other similar systems and subsystems and/or simulations and/or performance evaluation models. (RDT&E)

4.4.4 **Acceptable Quality Level**
Acceptable Quality Level will be assessed in accordance with clause C-2.

4.4.5 **Method of Surveillance**

The Government will monitor and assess the Contractor’s performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement.” The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.5 **System Safety Weapon Certification Support**

The contractor shall be tasked to Conduct system safety analysis to ensure safe equipment interface, test procedures, equipment handling and weapon safety impact protocols in Under Sea Warfare (USW) Systems ATTDS, including the following: (CDRLs A005, A007, A011 and A015) (RDT&E)

4.5.1 **Forming and running System Safety Working Groups (SSWGs)**

4.5.2 **Perform high level safety analyses reviews.**

4.5.3 **Review system designs for safety impacts.**

4.5.4 **Perform mapping system design requirements to safety requirements.**


4.5.6 **Acceptable Quality Level**

Acceptable Quality Level will be assessed in accordance with clause C-2.

4.5.7 **Method of Surveillance**

The Government will monitor and assess the Contractor’s performance against the Acceptable Quality Level in accordance with Clause C-2 and FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement.” The Government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The Contractor will be required to correct deficiencies.

4.6 **Meetings and Documentation**

4.6.1 **The Contractor shall participate in meetings and Contractor shall present data, designs, and software/firmware analyses. (CDRLs A005, A007, A011 and A015). (RDT&E)**

4.6.2 **Participate in meetings. The contractor shall present data, designs and software/firmware analyses. (RDT&E)**
5.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION:

Access to information at SSC-Pacific or other Government facilities shall be arranged by the Task Order Manager (TOM) or his/her designated technical representative for this task. Access to the information such as documents, computer programs, computer models, databases, and prototype systems shall be provided as Government Furnished Equipment/Government Furnished Information (GFE/GFI) on this task order.

6.0 TRAVEL:

Travel will be required for the performance of the tasks delineated in this statement of work. Estimates of travel requirements including destination, period of travel, number of personnel, and special requirements, if any, is specified below. (RDT&E)

One person, one trip, four days, to Newport, RI

One person, two trip, four days, to State College, PA

One person, one trip, four days, to Dahlgren, VA

One person, one trip, four days, to Norfolk, VA

7.0 PLACE OF PERFORMANCE:

Place of performance shall be at SSC-Pacific Point Loma Facility. Some meetings will occur at other government and commercial facilities.

8.0 MATERIAL

There is no known material requirement.

9.0 DATA DELIVERABLES

Deliverables under this contract will have been reviewed IAW “DON Policy on Digital Product/Technical Data, ASN RD&A MEMO of 23 OCT 2004 and shall provided be in accordance with the Contract Data Requirements List, CDRL DD Form 1423, as specified in this Task Order.

10.0 SECURITY REQUIREMENTS

Secret clearance in accordance with the attached DD Form 254 is required.

The nature of this task requires access to Secret information. The work performed by the Contractor will include access to unclassified and up to Secret data, information, and spaces. The Contractor will be required to attend meetings classified up to Secret level.

10.1 OPERATIONS SECURITY

All work is to be performed in accordance with DOD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD 254.
11.0 QUALITY ASSURANCE

11.1 Quality Assurance. It is the Contractor’s responsibility to ensure the quality of all deliverables.

11.2 Inspection. The TOM will perform monthly report reviews. The performance of the Contractor shall be subject to in-process review and inspections.

11.3 Acceptance. The TOM will perform the final review and acceptance of deliverable products.

11.4 Corrective Action. If required by the TOM or the Contracting Officer, deliverables not in compliance with established quality levels will be returned to the Contractor for corrective action. Re-work hours shall be non-fee bearing. Persistent problems will result in a negative assessment in the Contractor Performance Appraisal Rating System (CPARS). Contract Clause 52.246-5 allows for further actions if the contractor does not meet the required quality standards.

12.0 METHOD OF SURVEILLANCE

The government will monitor and assess the contractor’s performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement”. The government will review the schedules and documentation to determine whether they are appropriate, complete and in sufficient detail. The contractor shall be required to correct deficiencies.

13.0 PERFORMANCE BASED CONTRACTING METHODS

The majority of all tasks issued under this procurement will use Performance Based contracting methods. Deliverables will be measured in accordance with the metrics provided in each DD-1423. Task Order performance, as measured against the metrics, shall be documented by the contractor in a spreadsheet. This spreadsheet shall be submitted as part of the contractor’s Monthly Progress Report (CDRL A001). The TOM will track these performance reports and enter a summary of the contractor’s ability to meet the metrics in CPARS or other applicable mechanism at contract completion. The clause 52.246-3 Inspection of Supplies and clause 52.246-5 Inspection of Services, as appropriate, shall serve as the Quality Assurance Surveillance Plan (QASP).

14.0 TECHNICAL POINT OF CONTACT:

Task Order Manager (TOM):

Technical Point of Contact (TPOC):

Financial Point of Contact (FPOC):
CONTRACTORS NOTE:

Base Period work is identified with RDTEN funding

Option-One work is identified with RDTEN funding

**Option-Two work is identified with RDTEN funding**

**C-2 QUALITY ASSURANCE PLAN**

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

(2) Performance Standards:

a. The deliverables under this task order will be consistently technically accurate.

b. The services delivered under this task order will be consistently of high quality.

c. The contractor’s cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

d. The contractor will be consistently responsive to Government customers in its performance of this task order.

e. For the purposes of this plan, “consistently” is defined as “generally holding true”, “persistently over time”, and/or “overall uniformly”.

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

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

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

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

**C-3 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 SSC-SD, CODE 83310.

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

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at Space and Naval Warfare Systems Center Pacific, San Diego (SPAWARSYSCEC Pacific San Diego) 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:

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

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

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

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.
C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

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

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

   (1) Routine inspection of contractor occupied work spaces.

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

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

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

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

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

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

C-6 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

   X  The EIT to be provided under this contract has been designated as a National Security System.

   ___ The EIT acquired by the contractor is incidental to this contract.

   ___ The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

   ___ The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.
Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).
SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION (SPAWAR D-308)

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO: MARK FOR:

RECEIVING OFFICER
SPAWARSYSCEN PACIFIC, SAN DIEGO
4297 Pacific Highway, OT, BLDG 7
San Diego, CA 92110-5000

MARK FOR: Contract No: N00178-04-D-4087
Delivery Order #: 7N02
Item#: 
Attn: Code 71743

POC:

The receiving office is located at 4297 Pacific Highway, Bldg 7, San Diego, CA 92110-5000 and is open for deliveries Monday through Thursday from 6:30am to 4:00pm and Fridays 6:30am to 3:00pm.

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

All Deliverables shall be packaged and marked IAW Best Commercial Practice.
SECTION E INSPECTION AND ACCEPTANCE

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

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

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>4000</td>
<td>3/22/2010 - 3/21/2011</td>
</tr>
<tr>
<td>4002</td>
<td>3/22/2012 - 3/21/2013</td>
</tr>
<tr>
<td>6000</td>
<td>3/22/2010 - 3/21/2011</td>
</tr>
<tr>
<td>6002</td>
<td>3/22/2012 - 3/21/2013</td>
</tr>
</tbody>
</table>

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The period of performance for the following items are from date of task order award through one (1) thereafter estimated at:

4000: Date of award through one 1 year thereafter
6000: Date of award through one 1 year thereafter

4001: Option 1 effective date through 1 year thereafter
6001: Option 1 effective date through 1 year thereafter

4002: Option 2 effective date through 1 year thereafter
6002: Option 2 effective date through 1 year thereafter

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.
SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

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 15th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

a) Period Covered by Report

b) Significant Accomplishments – Description of the technical progress made during that period.

c) Significant Issues

d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.

e) Travel Activity

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

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

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The contractor’s invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a COST PLUS FIXED FEE task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF)
(APR 2009)

(a) Invoices for services rendered under this contract 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.eu.mil. Vendor training is available on the internet at https://wawftraining.eu.mil. WAWF Vendor “Quick Reference” Guides are located at the following web site: http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

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

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

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

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

<table>
<thead>
<tr>
<th>WAWF Invoice Type:</th>
<th>COST TYPE PLUS FIXED FEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuing Office DODAAC</td>
<td>N66001</td>
</tr>
<tr>
<td>Admin DODAAC</td>
<td>DCMA - S0514A</td>
</tr>
<tr>
<td>Inspector DODAAC (if applicable)</td>
<td>N/A</td>
</tr>
<tr>
<td>Inspector Contact Information</td>
<td>N/A</td>
</tr>
<tr>
<td>Service Acceptor DODAAC (Cost Voucher)</td>
<td>DCAA (HAA772)-- ALL INTERIM VOUCHERS</td>
</tr>
<tr>
<td></td>
<td>DCMA (S0514A) -- FINAL VOUCHER</td>
</tr>
<tr>
<td>COR Contact Information</td>
<td>DAVID CAMMACK, <a href="mailto:david.cammack@navy.mil">david.cammack@navy.mil</a>, 619-553-2859</td>
</tr>
<tr>
<td>DCAA Auditor DoDAAC:</td>
<td>DCAA - HAA772</td>
</tr>
<tr>
<td>Service Approver DoDAAC:</td>
<td>N66001</td>
</tr>
<tr>
<td>PAY DODAAC</td>
<td>DFAS Columbus Center West Entitlement</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Send Additional Email Notification(s) to:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name</td>
</tr>
<tr>
<td>DAVID CAMMACK</td>
</tr>
</tbody>
</table>
G-5 ACTIVITY OMBUDSMAN

Accounting Data

<table>
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<tr>
<th>SLINID</th>
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<tbody>
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<td>400001</td>
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<td>151027.00</td>
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LIA:
AA 1791319 H4NZ 253 SASUB 068342 2D 003060 F02250000010
FIRST INCREMENT OF FUNDING: $151,027.00
LINE AA is increased by $14,992.25

6000   1300149717   23973.00
LIA:
AA 1791319 H4NZ 253 SASUB 068342 2D 003060 F02250000010
CLIN 6000 $23,973.00 is decreased to $8980.75

BASE Funding 175000.00
Cumulative Funding 175000.00

MOD 01 Funding 0.00
Cumulative Funding 175000.00

MOD 02
400002 1300149717   60000.00
LIA:
AB 97X4930 NH1F 000 7777 0 000174 2F 000000 82822WX00505

MOD 02 Funding 60000.00
Cumulative Funding 235000.00

MOD 03
400003 1300149717   14992.25
LIA:
AA 1791319 H4NZ 253 SASUB 068342 2D 003060 F02250000010
Increase AA by $14,992.25

6000   1300149717   (14992.25)
LIA:
AA 1791319 H4NZ 253 SASUB 068342 2D 003060 F02250000010
CLIN 6000 $23,973.00 is decreased to $8980.75

MOD 03 Funding 0.00
Cumulative Funding 235000.00

MOD 04
400101 1300197053   66289.00
LIA:
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000696505
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<th>AMENDMENT/MODIFICATION NO.</th>
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<td>MOD 05</td>
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<td>MOD 06</td>
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<td>140000.00</td>
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<td>MOD 06</td>
<td>Funding 140000.00</td>
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<td>MOD 07</td>
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<tr>
<td>600201</td>
<td>1300251060</td>
<td>2000.00</td>
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</tr>
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<td></td>
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</tr>
<tr>
<td>MOD 08</td>
<td>Funding 40000.00</td>
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<tr>
<td>MOD 09</td>
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<tr>
<td>2nd increment funding. Option 2 fully funded.</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>400204</td>
<td>1300251060-0001</td>
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<tr>
<td>2nd increment funding. Option 2 fully funded.</td>
<td></td>
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<td></td>
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</tbody>
</table>
600202  1300251060-0001    23929.00
LLA:
AG 97X4930 NH3P 220 77777 0 050120 2F 000000 A10001066055
Standard Number: N0002412WX03200
2nd increment funding. Option 2 fully funding.

MOD 09 Funding 414787.25
Cumulative Funding 1004787.25

MOD 10 Funding 0.00
Cumulative Funding 1004787.25

MOD 11

400205  1300251060-0002    15000.00
LLA:
AH 97X4930 NH3P 252 77777 0 050120 2F 000000 B20001066055
Standard Number: N0002413WX02200-00
RDT&E NWA 100000793302 0020
CIN 1300251060000005

400206  1300251060-0002    15000.00
LLA:
AJ 97X4930 NH3P 252 77777 0 050120 2F 000000 B20001066055
Standard Number: N0002413WX02201-00
RDT&E NWA 100000793304 0020
CIN 1300251060000006

MOD 11 Funding
Cumulative Funding
SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS

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

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

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

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

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

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

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

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

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

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)
(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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

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

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

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

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

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

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

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

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

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

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

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

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.


(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, RT&D&E and Construction Annexes).

(14) Classified Pl, R1 and C1.

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

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

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

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

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

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

**H-7 TECHNICAL INSTRUCTIONS**

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

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

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

H-9 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

(1) Contract number

(2) Date, time, and place of proposed travel

(3) Purpose of travel and how it relates to the contract

(4) Contractor’s estimated cost of travel

(5) Name(s) of individual(s) traveling and;

(6) A breakdown of estimated travel and per diem charges.

(b) General

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

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

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

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

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

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

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

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

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

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

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

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.
SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I-2 CLAUSES INCORPORATED BY REFERENCE

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC1996)
SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD Form 1423 Contract Data Requirements List (CDRL)

Attachment 3 - Technical Data Drawing

Attachment 2 - DD Form 254, Contract Security Classification Specification