

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
41

3. EFFECTIVE DATE
30-Sep-2015

4. REQUISITION/PURCHASE REQ. NO.
1300531217

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

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6) CODE

S0514A

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110
PATRICIA.PACHECO@NAVY.MIL 619-524-7389

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)

Marlin Alliance Inc., The
600 Marlin Lane
Carlsbad CA 92009-4685

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4621-NS02

10B. DATED (SEE ITEM 13)

15-Sep-2011

CAGE CODE
1YNB1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

30-Sep-2015

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 provide incremental funding as follows

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710108	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED]

2. Sections B and G are modified accordingly.

3. This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. 2410 (a). The period of performance is 12 months. The start date is 15 September 2015 and the end date is 14 September 2016.

4. 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	R408	BASE YEAR - TOTAL HOURS - [REDACTED] (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
400101	R408	Incremental Funding - ACRN AA (O&MN,N)					
400102	R408	Incremental Funding - ACRN AB (O&MN,N)					
400103	R408	Incremental Funding - ACRN AC (O&MN,N)					
400104	R408	Incremental Funding - ACRN AD (O&MN,N)					
400105	R408	Incremental Funding - ACRN AG (O&MN,N)					
400106	R408	Incremental Funding - ACRN AH (O&MN,N)					
400107	R408	Incremental Funding - ACRN AK (O&MN,N)					
400108	R408	Incremental Funding - ACRN AL (O&MN,N)					
400109	R408	Incremental Funding - ACRN AN [REDACTED] [REDACTED]					
400110	R408	Incremental Funding - ACRN AP [REDACTED] [REDACTED]					
400111	R408	Incremental Funding - ACRN AQ [REDACTED] [REDACTED]					
4101	R408	OPTION YEAR 1 - TOTAL HOURS - [REDACTED] (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
410101	R408	Incremental Funding- ACRN AR [REDACTED] [REDACTED] (O&MN,N)					
410102	R408	Incremental Funding- ACRN AS [REDACTED] [REDACTED] (O&MN,N)					
410103	R408	Incremental Funding- ACRN AT [REDACTED] [REDACTED] (O&MN,N)					
410104	R408	Incremental Funding- ACRN AU [REDACTED] [REDACTED] (O&MN,N)					
410105	R408	Incremental Funding- ACRN AV [REDACTED]					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(O&MN,N)					
410106	R408	Incremental Funding- ACRN AW [REDACTED] [REDACTED]					
410107	R408	Incremental Funding- ACRN AX [REDACTED] [REDACTED]					
410108	R408	Incremental Funding- ACRN BB [REDACTED] [REDACTED]					
410109	R408	Incremental Funding- ACRN BC [REDACTED] [REDACTED] [REDACTED]					
410110	R408	Incremental Funding- ACRN BD [REDACTED] [REDACTED] (O&MN,N)					
4201	R408	OPTION YEAR 2 - TOTAL HOURS - [REDACTED] (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
420101	R408	Incremental Funding - ACRN BH [REDACTED] [REDACTED] (O&MN,N)					
420102	R408	Incremental Funding - ACRN BK [REDACTED] [REDACTED] (O&MN,N)					
420103	R408	Incremental Funding - ACRN BL [REDACTED] [REDACTED] (O&MN,N)					
420104	R408	Incremental Funding - ACRN BM [REDACTED] [REDACTED] (O&MN,N)					
420105	R408	Incremental Funding - ACRN BN [REDACTED] [REDACTED] (O&MN,N)					
420106	R408	Incremental Funding - ACRN BP [REDACTED] [REDACTED] (O&MN,N)					
420107	R408	Incremental Funding - ACRN BQ [REDACTED] [REDACTED]					
420108	R408	Incremental Funding - ACRN BR [REDACTED] [REDACTED] [REDACTED] [REDACTED]					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R408	BASE YEAR - OTHER DIRECT COSTS AND TRAVEL (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]
600101	R408	Incremental Funding - ACRN AE (O&MN,N)			
600102	R408	Incremental Funding - ACRN AF (O&MN,N)			
600103	R408	Incremental Funding - ACRN AJ (O&MN,N)			
600104	R408	Incremental Funding - ACRN AM (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6101	R408	OPTION YEAR 1 - OTHER DIRECT COSTS AND TRAVEL (Fund Type - TBD)			
610101	R408	Incremental Funding- ACRN AY (O&MN,N)			
610102	R408	Incremental Funding- ACRN AZ (O&MN,N)			
610103	R408	Incremental Funding- ACRN BA (O&MN,N)			
610104	R408	Incremental Funding- ACRN BE (O&MN,N)			
610105	R408	Incremental Funding- ACRN BF (O&MN,N)			
610106	R408	Incremental Funding- ACRN BG (O&MN,N)			
6201	R408	OPTION YEAR 2 - OTHER DIRECT COSTS AND TRAVEL (Fund Type - TBD)			
620101	R408	Incremental Funding - ACRN BJ (O&MN,N)			
620102	R408	Incremental Funding - ODC (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R408	OPTION YEAR 3 - TOTAL HOURS - (Fund Type - TBD)					
700101	R408	Incrementally Fund - ACRN BS (O&MN,N)					
700102	R408	Incrementally Fund - ACRN BT (O&MN,N)					
700103	R408	Incremental Funds - ACRN BX (O&MN,N)					
700104	R408	Incremental Funds - ACRN BY (O&MN,N)					
700105	R408	Incremental Funds - ACRN BZ (O&MN,N)					
700106	R408	Incremental Funds - ACRN CA (O&MN,N)					
700107	R408	Incremental Funds - ACRN CB (Fund Type - OTHER)					
700108	R408	Incremental Funds - ACRN CC (O&MN,N)					
700109	R408	Incremental Funds - ACRN CD (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700110	R408	Incremental Funds - ACRN CE [REDACTED] [REDACTED] [REDACTED]					
700111	R408	Incremental Funds - ACRN CF [REDACTED] [REDACTED] [REDACTED]					
700112	R408	Incremental Funds - ACRN CG [REDACTED] [REDACTED] [REDACTED]					
700113	R408	Incremental Funds - ACRN CH [REDACTED] [REDACTED] [REDACTED] [REDACTED]					
7101	R408	OPTION YEAR 4 - TOTAL HOURS - [REDACTED] (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
710101	R408	Incremental Funding - ACRN CK [REDACTED] [REDACTED] (O&MN,N)					
710102	R408	Incremental Funding - ACRN CL [REDACTED] [REDACTED] (O&MN,N)					
710103	R408	Incremental Funding- ACRN CN [REDACTED] [REDACTED] (O&MN,N)					
710104	R408	Incremental Funding- ACRN CP [REDACTED] [REDACTED] (O&MN,N)					
710105	R408	Incremental Funding- ACRN CQ [REDACTED] [REDACTED] (O&MN,N)					
710106	R408	Incremental Funding- ACRN CR [REDACTED] [REDACTED] (O&MN,N)					
710107	R408	Incremental Funding- ACRN CS [REDACTED] [REDACTED] (O&MN,N)					
710108	R408	Incremental Funding- ACRN CU (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R408	OPTION YEAR 3 - OTHER DIRECT COSTS AND TRAVEL (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]
900101	R408	Incremental Funding - ACRN BU [REDACTED] (O&MN,N)			
900102	R408	Incremental Funding - ACRN CH [REDACTED] (O&MN,N)			
900103	R408	Incremental Funding - ACRN CJ [REDACTED] (O&MN,N)			
9101	R408	OPTION YEAR 4 - OTHER DIRECT COSTS AND TRAVEL (Fund Type - TBD)	[REDACTED]	[REDACTED]	[REDACTED]

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910101	R408	Incremental Funding - ACRN CM (O&MN,N)			
910102	R408	Incremental Funding - ACRN CN (O&MN,N)			
910103	R408	Incremental Funding - ACRN CQ (O&MN,N)			
910104	R408	Incremental Funding - ACRN CT (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 **zero** uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of **SEE TABLE BELOW** per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent

(85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

<u>TABLE</u>	<u>CLIN</u>	<u>FIXED FEE</u>	<u>HOURS</u>	<u>FEE PER DIRECT LABOR HOUR</u>
BASE YEAR	4001	[REDACTED]	[REDACTED]	[REDACTED]
OPTION I	4101	[REDACTED]	[REDACTED]	[REDACTED]
OPTION II	4201	[REDACTED]	[REDACTED]	[REDACTED]
OPTION III	7001	[REDACTED]	[REDACTED]	[REDACTED]
OPTION IV	7101	[REDACTED]	[REDACTED]	[REDACTED]

From Mod 28:

<u>TABLE</u>	<u>CLIN</u>	<u>FIXED FEE</u>	<u>HOURS</u>	<u>FEE PER DIRECT LABOR HOUR</u>
BASE YEAR	4001	[REDACTED]	[REDACTED]	[REDACTED]
OPTION I	4101	[REDACTED]	[REDACTED]	[REDACTED]
OPTION II	4201	[REDACTED]	[REDACTED]	[REDACTED]
OPTION III	7001	[REDACTED]	[REDACTED]	[REDACTED]
OPTION IV	7101	[REDACTED]	[REDACTED]	[REDACTED]

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:

<u>ITEM(S)</u>	<u>AMOUNT ALLOTTED (COST AND FEE)</u>
4001	[REDACTED]
4101	[REDACTED]
4201	[REDACTED]
6001	[REDACTED]
6101	[REDACTED]
6201	[REDACTED]
7001	[REDACTED]
9001	[REDACTED]
7101	[REDACTED]
9101	[REDACTED]

(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.

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(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.4 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 SURVEILLANCE PLAN

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 Contracting Officer's Representative (COR) 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. The Quality Assurance Surveillance Plan is provided as Attachment 2.

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 level.

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 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:

Name of Holiday

Time of Observance

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

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

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

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

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

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[REDACTED]

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

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

C-7 PERSONNEL QUALIFICATION REQUIREMENTS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

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

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 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	9/15/2011 - 9/14/2012
4101	9/15/2012 - 9/16/2013
4201	9/15/2013 - 9/14/2014
6001	9/15/2011 - 9/14/2012
6101	9/15/2012 - 9/14/2013
6201	9/15/2013 - 9/14/2014
7001	9/15/2014 - 9/14/2015
7101	9/15/2015 - 9/14/2016
9001	9/15/2014 - 9/14/2015
9101	9/15/2015 - 9/14/2016

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN – DELIVERIES OR PERFORMANCE

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

BASE PERIOD:

4001 15 September 2011 – 14 September 2012

6001 15 September 2011 – 14 September 2012

OPTION 1:

4101 15 September 2012 – 14 September 2013

6101 15 September 2012 – 14 September 2013

OPTION 2:

4201 15 September 2013 – 14 September 2014

6201 15 September 2013 – 14 September 2014

OPTION 3:

7001 15 September 2014 – 14 September 2015

9001 15 September 2014 – 14 September 2015

OPTION 4:

7101 15 September 2015 – 14 September 2016

9101 15 September 2015 – 14 September 2016

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

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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 MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSRs) in accordance with the format and content detailed in CDRL Item A001. Submissions are due monthly by the 15th of the following month to the Contracting Officer's Representative, SPAWAR Code 8.1, and the contracting Officer/Specialist.

The MSR shall be submitted electronically and consist of two parts. The first part shall be provided in the Excel format of CDRL Attachment 1 with all cells filled in. The second part shall be provided in Word format and consist of a narrative addressing, at a minimum:

Performance Status – indicate significant accomplishments of technical progress made during the affected reporting period and significant challenges or risks encountered that impact the successful delivery of required services

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

Cost Status – indicate whether the cost of services provided during the affected reporting period is commensurate with the available funding and anticipated burn rate. This description does not waive the requirement for formal Limitation of Funds/Cost notifications, when warranted.

Personnel Status – indicate the total number of 'direct-charge' employees working on this contract/order. Additionally, indicate the average number of full-time equivalents (FTEs) that were performing during this reporting period.

Travel/ODC Status – indicate any travel accomplished during this period with sufficient detail to support costs listed in Attachment 1. Additionally, if material purchases were made this period, provide a detailed description.

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

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

There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice. 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). 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. Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis. 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 Contracting Officer's Representative at the time**

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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 - 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 COR.

(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:	S0514A
Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DODAAC:	TBD

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Service Approver DODAAC:	N00039
PAY DODAAC:	HQ0339

**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:
Jason.d.wilkerson@navy.mil

G-5 ACTIVITY OMBUDSMAN

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

G-6 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The SPAWAR Contracting Officer’s Representative for this Task Order is:

Name: Jason Wilkerson
Code: 8.4.1
Address: 4301 Pacific Highway, San Diego CA 92110
Phone: (858) 537-8587
Email: Jason.d.wilkerson@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

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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	1300225778	[REDACTED]
LLA :		
[REDACTED]		
[REDACTED]		

400102	1300225778	[REDACTED]
LLA :		
[REDACTED]		
[REDACTED]		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

400103	1300229334	[REDACTED]
LLA :		
[REDACTED]		
[REDACTED]		

400104	1300229334	[REDACTED]
LLA :		
[REDACTED]		
[REDACTED]		

600101	1300229334	[REDACTED]
LLA :		
[REDACTED]		
[REDACTED]		

600102	1300229334	[REDACTED]
LLA :		
[REDACTED]		
[REDACTED]		

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

400105	1300235251	[REDACTED]
LLA :		
[REDACTED]		
[REDACTED]		

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

400106	1300240292	[REDACTED]
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LLA :

[REDACTED]

600103 1300240292 [REDACTED]

LLA :

[REDACTED]

MOD 05 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 06

400107 1300252788 [REDACTED]

LLA :

[REDACTED]

400108 1300252788 [REDACTED]

LLA :

[REDACTED]

600104 1300252788 [REDACTED]

LLA :

[REDACTED]

MOD 06 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 07

400109 1300258887 [REDACTED]

LLA :

[REDACTED]

MOD 07 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 08

400110 1300271479 [REDACTED]

LLA :

[REDACTED]

400111 1300271479 [REDACTED]

LLA :

[REDACTED]

MOD 08 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 09

410101 1300304341 [REDACTED]

LLA :

[REDACTED]

410102 1300304341 [REDACTED]

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LLA :

[REDACTED]

410103 1300304341 [REDACTED]

LLA :

[REDACTED]

[REDACTED]

410104 1300304341 [REDACTED]

LLA :

[REDACTED]

[REDACTED]

410105 1300304341 [REDACTED]

LLA :

[REDACTED]

[REDACTED]

410106 1300304341 [REDACTED]

LLA :

[REDACTED]

[REDACTED]

410107 1300306243 [REDACTED]

LLA :

[REDACTED]

[REDACTED]

610101 1300304341 [REDACTED]

LLA :

[REDACTED]

[REDACTED]

610102 1300304341 [REDACTED]

LLA :

[REDACTED]

[REDACTED]

610103 1300304341 [REDACTED]

LLA :

[REDACTED]

[REDACTED]

MOD 09 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 10 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 11

410108 1300308006 [REDACTED]

LLA :

[REDACTED]

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[REDACTED]
[REDACTED]
410109 1300308006 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

410110 1300308006 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

610104 1300308006 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

610105 1300308006 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

610106 1300308006 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

420101 1300372505 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

420102 1300379952 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

420103 1300379952 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

420104 1300379952 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

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420105 1300379952 [REDACTED]

LLA :

[REDACTED]

620101 1300379952 [REDACTED]

LLA :

[REDACTED]

MOD 15 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 16

420106 1300383218 [REDACTED]

LLA :

[REDACTED]

MOD 16 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 17

420107 1300400188 [REDACTED]

LLA :

[REDACTED]

MOD 17 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 18

420108 1300427432 [REDACTED]

LLA :

[REDACTED]

MOD 18 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 19

700101 1300430735 [REDACTED]

LLA :

[REDACTED]

MOD 19 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 20

620102 1300379952-0001 [REDACTED]

LLA :

[REDACTED]

700102 1300430735-0001 [REDACTED]

LLA :

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

900101 1300430735-0001 [REDACTED]

LLA :

[REDACTED]
[REDACTED]
[REDACTED]

MOD 20 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 21

700103 1300442201 [REDACTED]

LLA :

[REDACTED]
[REDACTED]
[REDACTED]

MOD 21 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 22

420108 1300427432 [REDACTED]

LLA :

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

MOD 22 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 23

700104 1300442201-0001 [REDACTED]

LLA :

[REDACTED]
[REDACTED]
[REDACTED]

700105 1300442201-0001 [REDACTED]

LLA :

[REDACTED]
[REDACTED]
[REDACTED]

700106 1300442201-0001 [REDACTED]

LLA :

[REDACTED]
[REDACTED]
[REDACTED]

MOD 23 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 24

700107 1300456791 [REDACTED]

LLA :

[REDACTED]
[REDACTED]
[REDACTED]

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MOD 24 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 25 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 26 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 27

700108 1300442201-0002 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 27 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 28 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 29

700109 1300492977 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 29 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 30

700110 1300442201-0003 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

700111 1300442201-0003 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

700112 1300442201-0003 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 30 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 31

700113 1300506539 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

900102 1300506539 [REDACTED]
LLA :
[REDACTED]
[REDACTED]

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[REDACTED]

MOD 31 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 32

900103 1300492977-0001 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 32 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 33

710101 1300518648 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

710102 1300518648 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

910101 1300518648 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 33 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 34

710103 1300522973 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

910102 1300522973 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 34 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 35

710104 1300528548 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 35 Funding [REDACTED]
Cumulative Funding [REDACTED]

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MOD 36

710105 1300526025

LLA :

[REDACTED]

910103 1300526025

LLA :

[REDACTED]

MOD 36 Funding

Cumulative Funding

MOD 37

700113 1300506539

LLA :

[REDACTED]

MOD 37 Funding

Cumulative Funding

MOD 38

700110 1300506634-0001

LLA :

[REDACTED]

700111 1300506634-0001

LLA :

[REDACTED]

700112 1300506634-0001

LLA :

[REDACTED]

MOD 38 Funding

Cumulative Funding

MOD 39

710106 1300531224

LLA :

[REDACTED]

MOD 39 Funding

Cumulative Funding

MOD 40

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710107 1300522973-0001

LLA :

[REDACTED]

910104

LLA :

[REDACTED]

MOD 40 Funding

Cumulative Funding

MOD 41

710108 130053121700001

LLA :

[REDACTED]

MOD 41 Funding

Cumulative Funding

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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 Contracting Officer's Representative.

H-2 DATA RIGHTS

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

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

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

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

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

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

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

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

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

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

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and

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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 will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

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

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(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 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) 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-7 ORGANIZATIONAL CONFLICT OF INTEREST

The HQ C-2-0037 Organizational Conflict of Interest (NAVSEA) (JUL 2000) clause in the basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-8 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

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concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

H-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.

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(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

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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.

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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.

H-10 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (5252.237-9603) (AUG 2011)

(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

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(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.

(g) 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,

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

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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 CONTRACTOR 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.

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

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

(I) A DESCRIPTION OF THE SUPPLIES OR SERVICES TO BE SUBCONTRACTED.

(II) IDENTIFICATION OF THE TYPE OF SUBCONTRACT TO BE USED.

(III) IDENTIFICATION OF THE PROPOSED SUBCONTRACTOR.

(IV) THE PROPOSED SUBCONTRACT PRICE.

(V) THE SUBCONTRACTOR'S CURRENT, COMPLETE, AND ACCURATE COST OR PRICING DATA AND CERTIFICATE OF CURRENT COST OR PRICING DATA, IF REQUIRED BY OTHER CONTRACT PROVISIONS.

(VI) THE SUBCONTRACTOR'S DISCLOSURE STATEMENT OR CERTIFICATE RELATING TO COST ACCOUNTING STANDARDS WHEN SUCH DATA ARE REQUIRED BY OTHER PROVISIONS OF THIS CONTRACT.

(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.

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(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:

[REDACTED]

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 SUBCONTRACT FOR THE ACQUISITION OF COMMERCIAL ITEMS, INCLUDING COMMERCIALY AVAILABLE OFF-THE-SHELF ITEMS.

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“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.

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)

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I-5 DFARS 252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

(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

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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 ON 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 (SP) 800-53 SECURITY CONTROLS IDENTIFIED IN THE FOLLOWING TABLE; OR

(II) IF A NIST CONTROL IS NOT IMPLEMENTED, THE CONTRACTOR SHALL SUBMIT TO THE CONTRACTING OFFICER A WRITTEN EXPLANATION OF HOW—

(A) THE REQUIRED SECURITY CONTROL IDENTIFIED IN THE FOLLOWING TABLE IS NOT APPLICABLE; OR

(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, MAY 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](http://CSRC.NIST.GOV/PUBLICATIONS/PUBSSPS.HTML))).

<u>ACCESS CONTROL</u>	<u>AUDIT & ACCOUNTABILITY</u>	<u>IDENTIFICATION AND AUTHENTICATION</u>	<u>MEDIA PROTECTION</u>	<u>SYSTEM & 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</u>	SC-8(1)

			<u>PROTECTION</u>	
		<u>INCIDENT RESPONSE</u>		
AC-7	AU-8		PE-2	SC-13
AC-11(1)	AU-9	IR-2	PE-3	
AC-17(2)		IR-4	PE-5	SC-15
	<u>CONFIGURATION MANAGEMENT</u>			
AC-18(1)		IR-5		SC-28
			<u>PROGRAM MANAGEMENT</u>	
AC-19	CM-2	IR-6		
				<u>SYSTEM & INFORMATION INTEGRITY</u>
AC-20(1)	CM-6		PM-10	
AC-20(2)	CM-7	<u>MAINTENANCE</u>		SI-2
			<u>RISK ASSESSMENT</u>	
AC-22	CM-8	MA-4(6)		SI-3
		MA-5	RA-5	SI-4
<u>AWARENESS & TRAINING</u>		<u>CONTINGENCY PLANNING</u>		
AT-2	CP-9	MA-6		

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

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(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/](http://DIBNET.DOD.MIL/)) WITHIN 72 HOURS OF DISCOVERY OF ANY CYBER INCIDENT, AS 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 (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 ANY UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION RESIDENT ON OR TRANSITING THROUGH CONTRACTOR'S, OR ITS SUBCONTRACTORS', UNCLASSIFIED INFORMATION SYSTEMS.

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(II) ANY OTHER ACTIVITIES NOT INCLUDED IN PARAGRAPH (D)(2)(I) OF THIS CLAUSE THAT ALLOW UNAUTHORIZED ACCESS TO THE CONTRACTOR'S UNCLASSIFIED INFORMATION SYSTEM ON WHICH UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION IS 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 INFORMATION SYSTEMS UNDER OTHER CLAUSES THAT MAY APPLY TO ITS CONTRACT, OR AS A RESULT OF OTHER U.S. GOVERNMENT LEGISLATIVE 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 FROM A CYBER INCIDENT TO INCLUDE, BUT IS NOT LIMITED TO, IDENTIFYING COMPROMISED COMPUTERS, SERVERS, SPECIFIC DATA AND USERS ACCOUNTS. THIS INCLUDES ANALYZING INFORMATION SYSTEMS THAT WERE PART OF THE COMPROMISE, AS WELL AS OTHER 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 CONTROLLED TECHNICAL INFORMATION ASSOCIATED WITH DOD PROGRAMS, SYSTEMS OR CONTRACTS, INCLUDING MILITARY PROGRAMS, SYSTEMS AND TECHNOLOGY; AND

(III) PRESERVE AND PROTECT IMAGES OF KNOWN AFFECTED INFORMATION SYSTEMS AND ALL RELEVANT MONITORING/PACKET CAPTURE DATA FOR AT LEAST 90 DAYS FROM THE CYBER INCIDENT TO ALLOW DOD TO REQUEST INFORMATION OR DECLINE INTEREST.

(5) *DOD DAMAGE ASSESSMENT ACTIVITIES.* IF DOD ELECTS TO CONDUCT A DAMAGE ASSESSMENT, THE CONTRACTING OFFICER WILL REQUEST THAT THE CONTRACTOR POINT OF CONTACT IDENTIFIED IN THE INCIDENT REPORT AT (D)(1) OF THIS CLAUSE PROVIDE ALL 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 AND IMAGES EXISTS UNLESS THERE ARE LEGAL RESTRICTIONS THAT LIMIT A COMPANY'S ABILITY TO SHARE DIGITAL MEDIA. THE CONTRACTOR SHALL INFORM THE CONTRACTING OFFICER OF THE SOURCE, NATURE, AND PRESCRIPTION OF SUCH LIMITATIONS AND 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

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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 (PWS)

Attachment 2 - Quality Assurance Surveillance Plan (QASP)

Attachment 3 - Contract Security Classification Specification DD254

Attachment 4 - CDRL (A001) Monthly Status Report - Revision dated May 2013

Attachment 4(a) - CDRL A001 MSR Attachment 1 - Revision dated May 2013

Attachment 4(b) - CDRL A001 MSR Attachment 2 - Revision dated May 2013

Attachment 5 - INFORMATION ACCESS AGREEMENT - COMPANY

Attachment 6 - INFORMATION ACCESS AGREEMENT - EMPLOYEE