

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
12

3. EFFECTIVE DATE
08-Dec-2015

4. REQUISITION/PURCHASE REQ. NO.
1300539837

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
2251 San Diego Ave, Suite A-245
San Diego CA 92110-2999

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7824-NS01

10B. DATED (SEE ITEM 13)

05-Jan-2015

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)
Exercise Option (52.217-9) MAR 2000

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)

08-Dec-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

GENERAL INFORMATION

1. The purpose of this modification is to:

a. Exercise Option Year 1 CLINS 7101 and 9101 with a Period of Performance of 05 January 2016 to 04 January 2017.

b. Incrementally fund the below listed CLINs.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
710101 AK	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
710102 AL	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
710103 AM	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
910101 AK	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2. Sections B, F 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 05 January 2016 and the end date is 04 January 2017.

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

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
7001	D316	Labor. Base Year. (Fund Type - TBD)	1.0	LO			
700101	D316	Incremental Funding - ACRN AA ()					
700102	D316	Incremental Funding - ACRN AB 4.3.3 					
700103	D316	Incremental Funding - ACRN AC 4.3.3 (O&MN,N)					
700104	D316	Incremental Funding - ACRN AD 4.3.3 					
700105	D316	Incremental Funding - ACRN AE 					
700106	D316	Incremental Funding - ACRN AF (RDT&E)					
700107	D316	Incremental Funding - ACRN AG (O&MN,N)					
700108	D316	Incremental Funding - ACRN AH (WCF)					
700109	D316	Incremental Funding - ACRN AJ (O&MN,N)					
7101	D316	Labor. Option Year 1. (Fund Type - TBD)	1.0	LO			
710101	D316	Incremental Funding - ACRN AK (O&MN,N)					
710102	D316	Incremental Funding - ACRN AL (O&MN,N)					
710103	D316	Incremental Funding - ACRN AM (O&MN,N)					

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	D316	Labor. Option Year 2. (Fund Type - OTHER) Option	1.0	LO	██████████	██████████	
7301	D316	Labor. Option Year 3. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	
7401	D316	Labor. Option Year 4. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	D316	Other Direct Costs (ODCs). Non-fee Bearing. G&A only. Base Year. (Fund Type - TBD)	1.0	LO	██████████
900101	D316	Incremental Funding - ACRN AA ██████████			
900102	D316	Incremental Funding - ACRN AE ██████████ ██████████			
9101	D316	Other Direct Costs (ODCs). Non-Fee Bearing. G&A only. Option Year 1. (Fund Type - TBD)	1.0	LO	██████████
910101	D316	Incremental Funding ACRN AK ██████████ (O&MN,N)			
9201	D316	Other Direct Costs (ODCs). Non-Fee Bearing. G&A only. Option Year 2. (Fund Type - TBD) Option	1.0	LO	██████████
9301	D316	Other Direct Costs (ODCs). Non-Fee Bearing. G&A only. Option Year 3. (Fund Type - TBD) Option	1.0	LO	██████████
9401	D316	Other Direct Costs (ODCs). Non-Fee Bearing. G&A only. Option Year 4. (Fund Type - TBD) Option	1.0	LO	██████████

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

B-2 OTHER DIRECT COSTS

The Government is specifically stating the anticipated Other Direct Costs (ODCs). It is anticipated that ODCs will consist mainly of incidental material costs. The Government reserves the right to increase the

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 3 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

ODC CLINs. ODCs will be non-fee bearing cost elements subject to Material Handling and G&A rates.

**B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (VARIATION) (JULY 2009)
(5252.216-9205)**

(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**. The **SEE TABLE BELOW** direct labor hours include [TBD] uncompensated overtime labor hours.

(b) Computation of Fee.

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

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the task order amount or the estimated total hours 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.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7000	██████████	██████	██████
OPTION I	7101	██████████	██████	██████
OPTION II	7201	██████████	██████	██████

OPTION III	7301	[REDACTED]	[REDACTED]	[REDACTED]
OPTION IV	7401	[REDACTED]	[REDACTED]	[REDACTED]

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

The Government reserves the right to transfer unused ceiling from previous periods to another as needed.

B-4 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (JAN 1992) (5252.232-9210)

- (a) This task order is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this task order for payment of cost and fee are as follows:

<u>ITEM(S)</u>	<u>AMOUNT ALLOTTED (COST AND FEE)</u>
7001	[REDACTED]
9001	[REDACTED]
7101	[REDACTED]
9001	[REDACTED]

- (c) The parties contemplate that the Government will allot additional amounts to this task order from time to time by unilateral task order modification, and any such modification shall state the total amount allotted for cost and fee, and the CLINs covered thereby.
- (d) Subject to the provisions of FAR 52.232-22 “Limitation of Funds” clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

B-5 OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 5 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this contract shall be performed in accordance with **Attachment 1** Performance Work Statement (PWS) and **Exhibits Contract Data Requirements List (CDRL) CDRL A001-A010**.

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

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 (QASP) is included as **Attachment 3** to this solicitation and will be included in the Task Order award.

C-3 SECURITY REQUIREMENTS (DEC 1999) (5252.204-9200)

The work to be performed under this contract as delineated in the DD Form 254, **Attachment 4**, 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 SPAWARSSYSCOM Security Officer.

C-4 INFORMATION ASSURANCE (IA)

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

C-5 WORKWEEK (APR 2012) (252.222-9200)

(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 SPAWARSSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 6 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(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:

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 7 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- (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-7 KEY PERSONNEL (DEC 1999) (5252.237-9601)

- (a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.
- (b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.
- (c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 9 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G - Contracting Officer Representative (COR)

All Deliverables shall be packaged and marked in accordance with Best Commercial Practices.

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 10 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

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

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 11 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7001	1/5/2015 - 1/4/2016
7101	1/5/2016 - 1/4/2017
9001	1/5/2015 - 1/4/2016
9101	1/5/2016 - 1/4/2017

CLIN - DELIVERIES OR PERFORMANCE

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

Base YR

7001	1/5/2015 - 1/4/2016
9001	1/5/2015 - 1/4/2016

OPYR 1

7101	1/5/2016 - 1/4/2017
9101	1/5/2016 - 1/4/2017

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

OPYR 2

7201	1/5/2017 - 1/4/2018
9201	1/5/2017 - 1/4/2018

OPYR 3

7301	1/5/2018 - 1/4/2019
9301	1/5/2018 - 1/4/2019

OPYR 4

7401	1/5/2019 - 1/4/2020
9401	1/5/2019 - 1/4/2020

Services to be performed hereunder will be provided at the specified locations in the PWS.

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

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 12 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the basic contract clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract.

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

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 13 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G-1 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a Cost Plus Fixed Fee - Level of Effort (TERM) Task Order.

G-2 INVOICING INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Contractor Invoicing Instruction:

(a) 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 in the Accounting Data provided in Section G.

(b) Each ACRN under this contract is associated to a specific program, project, or PWS paragraph. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN, the program, project, or PWS paragraph, appropriation funds type and appropriation year are identified.

Costs incurred under the reference program, project, or PWS paragraph shall only be billed to the associated ACRN(s). The Contractor is only authorized to invoice for work completed under the program, project, or PWS paragraph referenced within each ACRN. Within each program, project, or PWS paragraph, the Contractor shall invoice in the same proportion as the amount of funding currently unliquidated (for each ACRN within the same fiscal year), starting with the earliest appropriation year.

(c) The Contractor's invoice shall identify the appropriate Contract and Task Order number. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item Number (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 Contracting Officer's Representative at the time of submission to the WAWF.

G-3 DFAS SPECIAL PAYMENT INSTRUCTION – OTHER (SEP 2009) (252.204-0012) (PGI 204.7108(d)(12))

The payment office shall make payment from each ACRN in accordance with the amounts invoiced by CLIN/SLIN/ACRN as referenced on the contractor's invoice.

Note:

This Task Order has multiple sources of funding. DFAS Special Payment Instructions (1)-(11) uses a first-in/first-out format that is not compatible with this multiple source funded Task order. Special Payment Instruction (12) must be used to facilitate the multiple source funding structure of this Task Order for which invoicing will be made by ACRN

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 14 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

from each CLIN/SLIN/ACRN as referenced on the contractor's invoices.

G-4 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (252-232-7006) (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 15 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

WAWF Invoice Type - Cost Voucher

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the Contracting Officer.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<u>Field Name in WAWF</u>	<u>Data to Be Entered in WAWF</u>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00039
Admin DoDAAC	S0514A
Inspect By DoDAAC	N00039
Ship To Code	See Section D
Ship From Code	See Section D
Mark For Code	See Section D
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA05B
Other DoDAAC(s)	N/A

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Send Additional Email Notification(s) to:			
NAME	EMAIL	PHONE	ROLE
Blaine Cannon	blaine.cannon@navy.mil	(619) 524-7251	COR

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 16 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

N/A			RECEIVER
N/A			ACCEPTOR

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Joe IPitel
Code: SPAWAR 2.0
Address: 4301 Pacific Highway, San Diego, CA 92110
Phone: (619) 524-7598
E-mail: joel.pitel@navy.mil

G-6 DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE (COR) (5252.201-9201)

Name: Blaine Cannon
Code: SPAWAR 4.3.5
Address: 4301 Pacific Highway, San Diego, CA 92110
Phone: (619) 524-7251
E-mail: blaine.cannon@navy.mil

G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (CPARS)

(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 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

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 17 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 Contract Performance Appraisal Report (CPAR) developed under the contract. If, during the life of the 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
700101	130047081100001	[REDACTED]
LLA : [REDACTED]		

900101	130047081100002	[REDACTED]
LLA : [REDACTED]		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

700102	1300470811-0001	[REDACTED]
LLA : [REDACTED]		

700103	1300470811-0001	[REDACTED]
LLA : [REDACTED]		

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

700101	130047081100001	[REDACTED]
LLA : [REDACTED]		

700102	1300470811-0001	[REDACTED]
LLA : [REDACTED]		

700104	1300470811-0002	[REDACTED]
LLA : [REDACTED]		

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 18 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[REDACTED]
[REDACTED]
[REDACTED]

700105 1300470811-0002 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

900102 1300470811-0002 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

700106 1300487230 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

700101 1300470811 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

700102 1300470811-0001 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

700104 1300470811-0002 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

700105 1300470811-0002 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

700107 1300497514 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

900102 1300470811-0002 [REDACTED]
LLA :

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 19 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

700108 1300516266 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

700104 1300470811-0002 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

700109 1300498077 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

710101 1300539837 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

710102 1300539837 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

710103 1300539837 [REDACTED]
LLA :
[REDACTED]
[REDACTED]
[REDACTED]

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 20 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

910101

LLA :

[REDACTED]

MOD 12 Funding [REDACTED]

Cumulative Funding [REDACTED]

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 21 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. 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 (JUL 2013) (5252.204-9202)

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

(c) 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.

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 22 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 and their subcontractors are required to clearly identify themselves as contractors or subcontractors and the company they work for during meetings, telephone conversations, in electronic messages, or correspondence related to this Task Order.

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

(a) Definition.

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

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

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

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

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

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 23 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

conditions:

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

H-6 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

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 24 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H-10 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (5252.243-9600) (JAN 1995)

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

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

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 25 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

Name: Patrick Dimla
Address: 4301 Pacific Highway, San Diego, CA 92110
Phone: (619) 524-7179
E-mail: patrick.dimla@navy.mil

H-13 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 Task Order 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 year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

H-14 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206) (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law or no DoD or Navy instructions, regulations, or policies might possibly be contravened an no appearance of conflict of interest will result.

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 26 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor.

I-2 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, six months.

I-3 LIMITATIONS OF SUBCONTRACTING (5252.219-14) (NOV 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

(c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --

(1) *Services (except construction).* At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* The concern

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 27 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I-4 SUBCONTRACTS - ALTERNATE I (52.244-2) (OCT 2010)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 28 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 certified 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 certified 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 certified 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 certified 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

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 29 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) 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.

(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 Task 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:

Burning Anvil

Kratos Technology & Training Solutions Inc.

Note: The contractor is required to obtain consent to subcontract for any subcontractor that was not initially proposed regardless of whether the potential subcontractor(s) have an approved accounting system.

Subcontractors added after award:

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 30 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Oberon Technologies

**I-5 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION
AGREEMENTS (252.222-7006) (DEC 2010)**

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

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

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

(b) The Contractor—

(1) Agrees not to—

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

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

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

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

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

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

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 31 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

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

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

I-6 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

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

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

The following clauses are incorporated into this Task Order in addition to the clauses included in the Basic Seaport Contract, Section I.

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012
52.219-6	Notice of Total Small-Business Set-Aside	NOV 2011
252.211-7013	Rights in Technical Data - Non-commercial Items	JUNE 2013
252.227-7014	Rights in Non-commercial Computer Software and Non-commercial Computer Software Documentation	MAY 2013
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012

I-7 FARS 252.204-7012 Safeguarding of Unclassified Controlled Technical Information.

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 32 of 36	FINAL
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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 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>).)

<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
			<u>Physical and Environmental Protection</u>	
AC-6	AU-7			SC-8(1)
		<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>	MA-6		

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 34 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Legend:

AC: Access Control MA: Maintenance

AT: Awareness and Training MP: Media Protection

AU: Auditing and Accountability PE: Physical & Environmental Protection

CM: Configuration Management PM: Program Management

CP: Contingency Planning RA: Risk Assessment

IA: Identification and Authentication SC: System & Communications Protection

IR: Incident Response SI: System & Information Integrity

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

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, 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.

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 35 of 36	FINAL
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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 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)

CONTRACT NO. N00178-14-D-7824	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 12	PAGE 36 of 36	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement, dated 07 May 2014

Attachment 2 - Personnel Qualifications, R1

Attachment 3 - Quality Assurance Surveillance Plan, dated 21 May 2014

Attachment 4 - DD254, dated 18 December 2014

Exhibits - CDRLs A001-A010 (Revised 15 JAN 2015)

MSR CDRL A001 - Staffing Plan - Attachment 1

MSR CDRL A001 - Staffing Plan - Attachment 2