

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
R

PAGE OF PAGES
1 3

2. AMENDMENT/MODIFICATION NO.
34

3. EFFECTIVE DATE
30-May-2018

4. REQUISITION/PURCHASE REQ. NO.
1300717834

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

6. ISSUED BY CODE

N00039

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

S2404A

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Lockheed Martin Corporation
9500 Godwin Drive
Manassas VA 20110

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4079-NS02

10B. DATED (SEE ITEM 13)

01-Apr-2011

CAGE CODE 52088

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)

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)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

30-May-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to:

- 1) Authorize and fund earned award for Periods 4-10 in the following amounts:

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby increased

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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	Base Fee	Award Fee	CPAF
4001	R425	Labor						\$9,225,195.89
400101	R425	LABOR						
400102	R425	AF						
400103	R425	LABOR						
400104	R425	AF						
400105	R425	LABOR						
400106	R425	AF						
400107	R425	LABOR						
400108	R425	AF						
400109	R425	LABOR						
400110	R425	AF						
4002	R425	Base Year - CSMP - Labor						\$457,062.00
400201	R425	LABOR						
400202	R425	AF						
4003	R425	Base Year - ECP - Labor						\$946,458.00
400301	R425	LABOR						
400302	R425	AF						
4101	R425	Option Yr 1 - Labor						\$11,457,429.49
410101	R425	Labor						
410102	R425	AF						
410103	R425	Labor						
410104	R425	AF						
410105	R425	Labor						
410106	R425	AF						
410107	R425	AF						
410108	R425	AF						

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4102	R425	Option Yr 1 - CSMP - Labor						\$469,745.00
		Option						
4103	R425	Option Yr 1 - ECP - Labor						\$944,862.94
410301	R425	Labor						
410302	R425	AF						
410303	R425	Labor						
410304	R425	AF						
410305	R425	AF						
4201	R425	Option YR 2 - Labor						\$10,845,313.25
420101	R425	Labor						
420102	R425	Labor						
420103	R425	Labor						
420104	R425	AF						
4202	R425	Option YR 2 - CSMP - Labor						\$483,397.00
		Option						
4203	R425	Option YR 2 - ECP - Labor						\$426,172.91
420301	R425	Labor						
420302	R425	AF						
4301	R425	Option YR 3 - Labor						\$10,769,777.76
430101	R425	Labor						
430102	R425	LABOR						
430103	R425	LABOR						
430104	R425	AF						
4302	R425	Option YR 3 - CSMP - Labor						\$497,431.00
		Option						

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4303	R425	Option YR 3 - ECP - Labor						\$1,203,252.00
430301	R425	Labor						
430302	R425	AF						

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R425	ODC	1.0	LO	\$190,000.00
600101	R425	ODC			
600102	R425	ODC			
600103	R425	ODC			
600104	R425	ODC			
600105	R425	ODC			
600106	R425	ODC			
600107	R425	ODC			
600108	R425	ODC			
600109	R425	ODC			
6002	R425	Base Year	1.0	LO	\$250,000.00
600201	R425	ODC			
6003	R425	Base Year	1.0	LO	\$100,000.00
600301	R425	TRAVEL			
6004	R425	Travel	1.0	LO	\$340,000.00
600401	R425	TRAVEL			
600402	R425	TRAVEL			
600403	R425	TRAVEL			
600404	R425	TRAVEL			
600405	R425	TRAVEL			
600406	R425	TRAVEL			
6005	R425	Base Year	1.0	LO	\$50,000.00
600501	R425	TRAVEL			
6101	R425	Option Yr 1 - ODC	1.0	LO	\$347,000.00
610101	R425	ODC			
610102	R425	ODC			
610103	R425	ODC			
610104	R425	ODC			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6102	R425	Option Yr 1 - CSMP - ODC Option	1.0	LO	\$400,000.00
6103	R425	Option Yr 1 - ECP - Travel	1.0	LO	\$98,000.00
610301	R425	Travel			
610302	R425	Travel			
6104	R425	Option Yr 1 - Travel	1.0	LO	\$400,000.00
610401	R425	Travel			
610402	R425	Travel			
610403	R425	Travel			
6105	R425	Option Yr 1 - CSMP - Travel Option	1.0	LO	\$50,000.00
6201	R425	Option YR 2 - ODC	1.0	LO	\$130,000.00
620101	R425	ODC			
620102	R425	ODC			
6202	R425	Option YR 2 - ECP - ODC	1.0	LO	\$400,000.00
620201	R425	ODC			
6203	R425	Option YR 2 - ECP - Travel	1.0	LO	\$50,000.00
620301	R425	Travel			
6204	R425	Option YR 2 - Travel	1.0	LO	\$250,000.00
620401	R425	Travel			
6205	R425	Option YR 2 - CSMP - Travel Option	1.0	LO	\$50,000.00
6301	R425	Option YR 3 - ODC	1.0	LO	\$125,000.00
630101	R425	ODC			
630102	R425	ODC			
6302	R425	Option YR 3 - ECP - ODC	1.0	LO	\$250,000.00
630201	R425	ODC			
6303	R425	Option YR 3 - ECP - Travel	1.0	LO	\$50,000.00
630301	R425	Travel			
6304	R425	Option YR 3 - Travel	1.0	LO	\$297,450.00
630401	R425	Travel			
630402	R425	Travel			
6305	R425	Option YR 3 - CSMP - Travel Option	1.0	LO	\$50,000.00

For Cost Type Items:

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
7001	R425	Option YR 4 - Labor						\$9,902,789.77
700101	R425							
700102	R425							
700103	R425							
700104	R425							
700105	R425							
7002	R425	Option YR 4 - CSMP - Labor						\$481,856.00
		Option						
7003	R425	Option YR 4 - ECP - Labor						\$808,663.00
700301	R425							
700302	R425							
700303	R425							
700304	R425							

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7004	R425	3 Month Extension - Labor					\$2,643,840.00
700401	R425	LABOR					
7005	R425	Option Period 5 - Labor					\$881,280.00
		Option					
7006	R425	Option Period 6 - Labor					\$881,280.00
		Option					
7007	R425	Option Period 7 - Labor					\$881,280.00
		Option					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7008	R425	CAS Pension Settlement					\$182,208.00
700801	R425	Option Year 2 CAS Pension Settlement					
700802	R425	Option Year 3 CAS Pension Settlement					
700803	R425	Option Year 4 CAS Pension Settlement					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R425	Option YR 4 - ODC	1.0	LO	\$135,000.00
900101	R425				
900102	R425				
900103	R425				
900104	R425				
9002	R425	Option YR 4 - ECP - ODC	1.0	LO	\$250,000.00
900201	R425				
9003	R425	Option YR 4 - ECP - Travel	1.0	LO	\$100,000.00
900301	R425				
900302	R425				
900303	R425				
9004	R425	Option YR 4 - Travel	1.0	LO	\$290,000.00
900401	R425				
900402	R425				
9005	R425	Option YR 4 - CSMP - Travel Option	1.0	LO	\$50,000.00
9006	R425	3 Month Extension - ODC	1.0	LO	\$141,250.00
900601	R425				
9007	R425	Option Period 5 - ODC Option	1.0	LO	\$47,100.00
9008	R425	Option Period 6 - ODC Option	1.0	LO	\$47,100.00
9009	R425	Option Period 7 - ODC Option	1.0	LO	\$47,100.00

B-1 ADDITIONAL SLINS

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Additional Contract Subline Items (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 BASE AND AWARD FEE

This section describes the methodology to be utilized to establish the Award Fee Pool and the procedures for determining the Base Fee and Award Fee earned under this task order.

(b) Award Fee Pool. The Award Fee Pool for each Award Fee Evaluation Period shall consist of the fee percentage of the costs incurred during that period minus Facilities Capital Cost of Money (FCCM) for Contract Line Item Number (CLIN) 4001 (and, if exercised CLINs 4002, 4003, 4101, 4102, 4103, 4201, 4202, 4203, 4301, 4302, 4303, 7001, 7002, 7003). The fee percentage is negotiated at the time of task order award. "Costs incurred" are the total of the amounts stated for the appropriate CLIN on the Contractor's interim vouchers submitted during the evaluation period.

(c) Award Fee Evaluation. The Award Fee Evaluation is based on all work performed during the Evaluation Period. The Evaluation Period is as established in the Award Fee Plan and Procedures. (Attachment No. 4).

(d) Base Fee.

(4) Nothing herein shall be construed to alter or waiver 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 by reference as applicable.

(e) Non-fee Bearing CLINs. CLINs 6001, 6002, 6003, 6004, 6005, 6101, 6102, 6103, 6104, 6105, 6201, 6202, 6203, 6204, 6205, 6301, 6302, 6304, 6305, 9001, 9002, 9003, 9004, 9005) are non-fee bearing for both Award Fee and Base Fee.

(f) Performance Factors. The Award Fee Performance Factors for this Task Order are Technical Effectiveness, Program Management, and Cost and Schedule Adherence.

(g) Monitoring of Performance. The Contractor's performance will be monitored by the Contracting Officer's Representative (COR) whose findings are reported to the Performance Evaluation Board (PEB). The PEB recommends award fee to the Fee Determining Official (FDO) who makes the final decision of the award fee amount paid based on the Contractor's performance during the award fee evaluation period.

(h) Award Fee Plan and Procedures. The evaluation criteria and associated grades are specified in the Award Fee Plan and Procedures (Attachment No. 4).

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(i) Modification of the Award Fee Plan and Procedures. Unilateral changes may be made to the Award Fee Plan and Procedures. The Contracting Officer will notify the Contractor within thirty (30) calendar days before the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by bilateral agreement.

(j) Self-Assessment. The Contractor may, but is not required to, submit to the Contracting Officer a brief written self-evaluation of its performance for that period. This self-evaluation shall be submitted within 15 calendar days after the end of the rating period and shall not exceed five (5) pages per Award Fee period.

(k) Government Discretion. In accordance with FAR 16.405-2, all FDO decisions regarding the Award Fee are unilateral decisions made solely at the discretion of the Government, including, but not limited to, the amount of Award Fee, if any; the methodology used to calculate the Award Fee; the calculation of the Award Fee; the Contractor's entitlements to the Award Fee; and the nature and success of the Contractor's performance.

(l) Award Fee Payment. Award Fee is not subject to the allowable cost and payment or termination clauses of this task order. The Contractor may bill for the Award Fee immediately upon receipt of the Contracting Officer's written authorization for payment of the earned Award Fee amount.

(m) Costs Associated with Award Fee Process. Costs associated with the Award Fee process are not reimbursable under this Task Order.

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

(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 fee, as provided in the Section I clause of this task order entitled "Base Fee", are as follows:

(c) The amounts presently available and allotted to this task order for payment of fee, as provided in the Section I clause of this task order entitled "Award Fee," are as follows:

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(d) Subject to the Section I clause of the basic IDIQ contract entitled "Limitation of Funds," the amounts presently available and allotted to this task order for payment of cost, the items covered thereby, and the estimated period of performance the allotted amount will cover are as follows:

(e) The parties contemplate that that Government will allot additional amounts to this task order from time to time by unilateral task order modification. And any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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B-4 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 _____ hours. The _____ direct labor hours include _____ 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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

The Contractor shall perform the requirements of this Task Order in accordance with the requirements of Section C of the basic IDIQ contract.

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

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

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

The purpose of this plan is to provide a quality assurance surveillance 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 No. 5.

C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

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

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this task order, (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 task order will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

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

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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 task order as direct cost provided such charges are consistent with the Contractor's accounting practices.

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

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(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 task order 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 task order or the service order, the task order 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 task order price or 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 then the procedures outlined in paragraph (c) above shall be employed. Adding personnel will only be permitted in the event of an indefinite quantity task order, 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.

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SECTION D PACKAGING AND MARKING

The Contractor shall perform the requirements of this Task Order in accordance with the requirements of Section D of the basic IDIQ contract

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer’s Representative (COR)

All deliverables shall be packaged and marked in accordance with Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

The Contractor shall perform the requirements of this Task Order in accordance with the requirements of Section E of the basic IDIQ contract

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.

E-2 5252.246-9203 INSPECTION AND ACCEPTANCE OF CONTRACT DATA REQUIREMENTS (JAN 1989)

Data items submitted under Letter of Transmittal shall be the responsibility of the initial addressee under Block 14 of DD Form 1423 as to review for adequacy and contract compliance. Where deficiencies or inadequacies are noted, the initial addressee should so advise the contractor by letter within a reasonable period of time with copies to the ACO and the cognizant Technical Office indicated in Block 6 of DD Form 1423.

The initial addressee shall advise the contractor with copy to ACO and the cognizant technical code in Block 6 of DD Form 1423 at such time as each data submission submitted by a Letter of Transmittal has been satisfactorily accomplished.

Inspection and acceptance of Data Items requiring shipment under DD Form 250 shall be made in accordance with Block 7 of DD Form 1423. Where acceptance is at destination and more than one addressee is shown in Block 14 of DD Form 1423, acceptance shall be the responsibility of the initial addressee.

Addressees other than the initial addressee shall be considered informational.

E-3 52.252-2 CLAUSES INCORPORATED BY REFERENCE (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 address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Services--Cost-Reimbursement Apr 1984

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	4/1/2011 - 1/29/2012
4002	8/18/2011 - 1/29/2012
4003	8/18/2011 - 1/29/2012
4101	1/30/2012 - 1/29/2013
4103	1/30/2012 - 1/29/2013
4201	1/30/2013 - 1/29/2014
4203	1/30/2013 - 1/29/2014
4301	1/30/2014 - 1/29/2015
4303	1/30/2014 - 1/29/2015
6001	4/1/2011 - 1/29/2012
6002	8/18/2011 - 1/29/2012
6003	8/18/2011 - 1/29/2012
6004	4/1/2011 - 1/29/2012
6005	8/18/2011 - 1/29/2012
6101	1/30/2012 - 1/29/2013
6103	1/30/2012 - 1/29/2013
6104	1/30/2012 - 1/29/2013
6201	1/30/2013 - 1/29/2014
6202	8/19/2013 - 1/29/2014
6203	1/30/2013 - 1/29/2014
6204	1/30/2013 - 1/29/2014
6301	1/30/2014 - 1/29/2015
6302	1/30/2014 - 1/29/2015
6303	1/30/2014 - 1/29/2015
6304	1/30/2014 - 1/29/2015
7001	1/30/2015 - 3/31/2016
7003	1/30/2015 - 3/31/2016
7004	4/1/2016 - 6/30/2016
7008	4/18/2017 - 4/18/2017
9001	1/30/2015 - 3/31/2016
9002	4/1/2015 - 3/31/2016
9003	1/30/2015 - 3/31/2016
9004	1/30/2015 - 3/31/2016
9006	4/1/2016 - 6/30/2016

F-1 PERIODS OF PERFORMANCE (DEC 1999)

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

BASE PERIOD

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4001 4/1/2011 – 1/29/2012
4002 8/18/2011 – 1/29/2012 (Contractor is NOT authorized to expend any efforts or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)
4003 8/18/2011 – 1/29/2012 (Contractor is NOT authorized to expend any efforts or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)
6001 4/1/2011 – 1/29/2012
6002 8/18/2011 – 1/29/2012 (Contractor is NOT authorized to expend any efforts or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)
6003 8/18/2011 – 1/29/2012 (Contractor is NOT authorized to expend any efforts or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)
6004 4/1/2011 – 1/29/2012
6005 8/18/2011 – 1/29/2012 (Contractor is NOT authorized to expend any efforts or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)

4101 1/30/2012 – 1/29/2013
4103 1/30/2012 – 1/29/2013 (Contractor is NOT authorized to expend any efforts or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)
6101 1/30/2012 – 1/29/2013
6103 1/30/2012 – 1/29/2013 (Contractor is NOT authorized to expend any efforts or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)
6104 1/30/2012 – 1/29/2013

OPTIONS - YEAR 1

4102 1/30/2012 – 1/29/2013
6102 1/30/2012 – 1/29/2013
6105 1/30/2012 – 1/29/2013

OPTIONS - YEAR 2

4201 1/30/2013 – 1/29/2014
6201 1/30/2013 – 1/29/2014
4202
6202 Effective date of Mod 17 – 1/29/2014 (Contractor is NOT authorized to expend any effort or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)
4203 1/30/2013 – 1/29/2014 (Contractor is NOT authorized to expend any efforts or incur any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)
6203 1/30/2013 – 1/29/2014 (Contractor is NOT authorized to expend any efforts or incur

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any costs under this CLIN until written authorization to do so is received in accordance with Section H-7 Clause - Technical Instruction)

6204 1/30/2013 – 1/29/2014

6205

OPTIONS - YEAR 3

4301 1/30/2014 – 1/29/2015

6301 1/30/2014 – 1/29/2015

4302 1/30/2014 – 1/29/2015

6302 1/30/2014 – 1/29/2015

4303 1/30/2014 – 1/29/2015

6303 1/30/2014 – 1/29/2015

6304 1/30/2014 – 1/29/2015

6305 1/30/2014 – 1/29/2015

OPTIONS - YEAR 4

7001 1/30/2015 – 3/31/2016

9001 1/30/2015 – 3/31/2016

7002 1/30/2015 – 3/31/2016

9002 1/30/2015 – 3/31/2016

7003 1/30/2015 – 3/31/2016

9003 1/30/2015 – 3/31/2016

9004 1/30/2015 – 3/31/2016

9005 1/30/2015 – 3/31/2016

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 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

The Contractor shall perform the requirements of this Task Order in accordance with the requirements of Section G of the basic IDIQ contract.

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit monthly Program Status Review (PSR) documents in accordance with the format and content detailed CDRL Item (B001). Submissions are due monthly to the Contracting Officer's Representative. This submission may be to a central website.

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

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

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

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

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

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

This is a Cost Plus Award Fee – Level of Effort task order.

This is a Cost Plus Fixed Fee (CPFF) – Level of Effort (TERM) Task Order. (Applicable to CLINs 7004-7007)

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008) (SPAWAR G-300 (VARIATION))

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

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

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

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

(e) The following information is provided for completion of the invoice in WAWF:

WAWF Invoice Type ¹	COST VOUCHER
Issuing Office DODAAC	N00039
Admin DODAAC:	DD1155 – Block 6
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)	NOT APPLICABLE
PAY DODAAC:	DD1155 – Block 12

(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 E-mail Notification” and add the acceptor/receiver e-mail addresses noted below in the first e-mail address block, and add any other additional e-mail 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.

<i>Send Additional E-mail Notification To:</i>

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

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G-6 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

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

(a) Past performance information will be collected and maintained under this task order 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 task order 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 task order award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the task order. If, during the life of this task order 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.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The Contractor shall perform the requirements of this Task Order in accordance with the requirements of Section H of the basic IDIQ contract.

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 clauses in the basic contract are 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 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 task order.

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

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

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

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

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

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(a) Definition.

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

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

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

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract/task order closeout.
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.
- (3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

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

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),
- (2) Access to confidential business information is restricted to individuals with a bona fide need to possess,
- (3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,
- (4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

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

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

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

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

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

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

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.

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- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

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

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this task order to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

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itself of any or all of the following remedies:

- (1) Terminate the task order for default in accordance with FAR § 52.249-6 (“Termination (Cost-Reimbursement)”)(SEP 1996) or FAR § 52.249-8 (“Default (Fixed-Price Supply and Service”
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this task order created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this task order and under Federal law.

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

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

H-7 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the 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 task order 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 ORGANIZATIONAL CONFLICT OF INTEREST

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

Contractor means a party to a Government contract other than the Government and includes the total contractor organization, including not only the business unit or segment that signs the contract. It also includes all subsidiaries and affiliates.

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Organizational conflict of interest means a situation in which, with reference to a particular acquisition—

(1) A contractor, or any of its prospective subcontractors, by virtue of its past or present performance of another Government contract, grant, cooperative agreement, or other transaction—

(i) Had access to non-public information that may provide it an unfair advantage in competing for some or all of the proposed effort; or

(ii) Was in a position to set the ground rules, and thereby affect the competition, for the proposed acquisition; or

(2) A contractor or any of its subcontractors—

(i) Will have access to non-public information that may provide it an unfair competitive advantage in a later competition for a Government contract;

(ii) May, from the perspective of a reasonable person with knowledge of the relevant facts, be unable to render impartial advice or judgments to the Government; or

(iii) Will be in a position to influence a future competition, whether intentionally or not, in its own favor.

Resolve means to implement an acquisition approach that will enable the Government to acquire the required goods or services while adequately addressing any organizational conflict of interest.

(b) *Notice.* The Contracting Officer has determined that the nature of the work to be performed in the contract resulting from this solicitation is such that it may give rise to organizational conflicts of interest. Applying the principles of FAR subpart 9.5, the contractor shall assess whether there is an organizational conflict of interest associated with the offer it plans to submit. The contractor should inform the Contracting Officer of any potential conflicts of interest, including those involving contracts, grants, cooperative agreements, or other transactions with other Government organizations, in order that the Government may assess whether the conflicts will require resolution.

(c) *Proposal requirements.*

(1) The contractor shall—

(i) (A) Disclose all relevant information regarding any organizational conflicts of interest; or

(B) Represent, to the best of its knowledge and belief, that there will be no organizational conflict of interest; and

(ii) Describe any other work performed on contracts, subcontracts, grants, cooperative agreements, or other transactions within the past five years that is associated with the offer it plans to submit.

(iii) To the extent that either the contractor or the Government identifies any organizational conflicts of interest, the contractor shall explain the actions it intends to use to resolve such conflicts, *e.g.*, by submitting a mitigation plan and/or accepting a limitation on future contracting.

(2) The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been adequately resolved.

(d) *Mitigation Plan.* If a contractor submits an organizational conflict of interest mitigation plan that the Contracting Officer approves, the resultant contract will include the Government-approved mitigation

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plan. The contractor shall notify the Contracting Officer and update the mitigation plan within thirty (30) days of any changes to the legal construct of the contractor organization, subcontractor changes, or significant management or ownership changes. Either the contractor or the Government may propose changes to the mitigation plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon written approval of the revised mitigation plan by the Contracting Officer.

(e) *Compliance.* Compliance with this clause is a material requirement of the contract.

(1) The contractor shall report to the Contracting Officer any noncompliance with this clause or with the mitigation plan, whether by its own personnel or those of the Government or other contractors.

(2) The report shall describe the noncompliance and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the noncompliance.

(3) After conducting such further inquiries as may be necessary, the Contracting Officer and the contractor shall agree on appropriate corrective action, if any, or the Contracting Officer will direct corrective action, subject to the terms of this contract.

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

(g) *Waiver.* The Government reserves the right to waive the requirement to resolve any organizational conflict of interest.

(h) *Subcontracts.* The contractor shall include the substance of this clause, including this paragraph (h), in subcontracts where the work includes or may include tasks related to the organizational conflict of interest. The terms "contractor" and "Contracting Officer" shall be appropriately modified to reflect the change in parties and to preserve the Government's rights.

H-10 ALTERNATIVES AND UPDATES TO SPECIFICATIONS AND STANDARDS (DEC 1999)

(a) The Department of Defense is--

(1) committed to minimizing the use of military and federal specifications and standards;
and

(2) seeking to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements.

(b) The Contractor--

(1) is encouraged to identify and propose alternatives to specifications and standards cited in this contract;

(2) may submit to the Contracting Officer a proposal addressing alternatives to contractually mandated military, federal, or commercial specifications and standards, consisting of the following:

(i) a copy of the proposed alternatives;

(ii) a comparison of the proposed alternatives to the specifications

or standards cited in the contract; and

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(iii) an analysis supporting the feasibility and cost-effectiveness of the proposed alternatives.

(c) If the Contractor has a contract, or multiple DOD contracts, that incorporate outdated or different versions of military, federal, or commercial specifications or standards, the Contractor may request that all of its contracts be updated to the latest version of the applicable specifications or standards. Updating must not affect the form, fit, or function of any deliverable item, and must demonstrate a benefit to the government. The Contractor may submit updating requests to the Contracting Officer through the cognizant contract administration office. The government will, to the extent practicable, evaluate the acceptability of any proposed alternative. If a proposed alternative is not considered for the instant procurement, it will be considered for future procurement. If the Contracting Officer does not accept the proposed alternative, the Contractor agrees to perform the contract in accordance with the specifications and standards cited in the contract.

(End of clause)

H-11 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (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 and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

H-12 REIMBURSEMENTS UNDER COST REIMBURSEMENT OR TIME-AND-MATERIAL OR LABOR-HOUR CONTRACTS (MAR 2000)

(a) Office Equipment

The costs for acquisition, usage or rental of General Purpose Office Equipment including, but not limited to, typewriters, word processing machines, computers, computer time, printers, reprographic and xerographic copying machines, telecopiers, telephone equipment, and postage machines are considered overhead expenses and shall not be directly reimbursable under this contract. Such costs shall be included in the hourly rates payable under paragraph (a)(1) of the FAR 52.232-7 "Payments under Time-and-Material and Labor-Hour Contracts" clause, if this is a time-and-material or labor-hour contract. These overhead expenses will be reimbursed to the contractor as indirect costs under the FAR 52.216-7 "Allowable Cost and Payment" clause, if this is a cost-reimbursement contract.

(b) Overtime

Overtime is contemplated only on an emergency basis. However, if the need for overtime arises, such overtime shall not be worked without written authorization from the Contracting Officer.

(c) Overtime/Holiday Rate

(1) Overtime is defined as time worked in one workweek in excess of 40 hours in such workweek. Holiday time is defined as any time worked on a legal Federal Holiday. Legal Federal holidays for the purpose of this contract are listed below:

New Year's Day
Martin Luther King's Birthday

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Washington's Birthday
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

(2) Overtime and/or holiday work may be worked by the Contractor only to the extent it is specifically authorized in writing, by the Contracting Officer. No additional hours of overtime may be worked without additional written authorization.

(3) Unless the contractor states otherwise in contractor's proposal it will be deemed that the contractor shall observe the same holidays as the Government and shall otherwise be open for business Monday through Friday during the performance of the contract.

(End of clause)

H-13 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

Any travel under this task order 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 Taiwan Case Manager. The request shall include as a minimum, the following:

- (1) Task order number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the task order
- (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.

The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(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 task order. 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 task order. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and

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incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the task order, 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 task order, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this task order.

(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 task order 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 task order.

(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 task order 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

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or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

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

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

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

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

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

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles.

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Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

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

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

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

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

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

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

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

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

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

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

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

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H-14 CONTRACTOR IDENTIFICATION (MAY 2004)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.
- (c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

H-15 RESERVED

H-16 RESERVED

H-17 5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

(End of clause)

H-18 5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

- (1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. contract is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States.
- (2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. contractor is engaged, or plans to engage. The purpose for which the data is needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.
- (3) The U.S. contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

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(4) The U.S. contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

(End of clause)

H-19 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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

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

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

(End of clause)

H-20 252.204-7008 EXPORT CONTROLLED ITEMS

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or

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the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The

term includes:

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations

regarding export-controlled items, including, but not limited to, the requirement for

contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions

relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations,

including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App.

2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130);

and

(6) Executive Order 13222, as extended;

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

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(c) The Contractor intends to use itself and the following subcontractors and Lockheed Martin business units in performance of this TO:

Contractor:

Added and/or edited by:

(c) The Contractor understands and agrees that the identification of the U.S. and foreign parties listed in paragraph (b) in no way constitutes endorsement by the U.S. Government (USG) of these parties or implies that the USG is directing the Contractor to utilize any particular subcontractor to perform the requirements of this TO.

This clause should not be construed as modifying the Contractor's responsibilities regarding its compliance with H-20 (252.204-7008 Export Controlled Items) of this TO. The ultimate decision regarding whether or not an export license is required or an exemption from the requirement to obtain an export license applies to the work to be performed under this TO shall be made by the Contractor.

(End of clause)

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SECTION I CONTRACT CLAUSES

The Contractor shall perform the requirements of this Task Order in accordance with the requirements of Section I of the Basic IDIQ contract.

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 task order by written notice to the Contractor on or before the expiration of the task order.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five (5) years.

I-2 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)

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

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

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

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but 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) and (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/task order 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/task order awarded by a civilian agency other than the Coast Guard and the

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National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract/task order.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following contracts:

(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 provisions of this task order.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this task order.
- (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 differences between the Contractor's price objective and

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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 summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this task order; or

(3) To relieve the Contractor of any responsibility for performing this task order.

(g) No subcontract or modification thereof placed under this task order 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 task order, 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:

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 task order. The notification shall include the information required by

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paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

I-3 CLAUSES INCORPORATED BY REFERENCE

Section I clauses in the basic contract are invoked for this task order.

DFARS 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (Nov 2013)

52.216-8 FIXED FEE (JUN 2011)

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS) dated 21 May 2014

Attachment No. 1-1 - 2011 PR List

Attachment No. 1-2 - Contract Work Breakdown Structure (CWBS)

Attachment No. 1-3 - 2012 PR List dated 17 August 2012

Attachment No. 1-4 - 2013 PR List

Attachment No. 1-5 - 2014 PR List

Attachment No. 1-6 - Property List dated 16 June 2014

Attachment No. 2 - Contract Data Requirements List (CDRLs) dated 21 May 2014

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

Attachment No. 4 - Award Fee Plan dated 3 June 2011

Attachment No. 5 - Quality Assurance Surveillance Plan (QASP) dated 10 November 2011

Attachment No. 6 - Small Business Subcontracting Goals dated 21 January 2011

Attachment No. 7 - Award Fee SLINs