

2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 11-Apr-2014	4. REQUISITION/PURCHASE REQ. NO. 1300416028	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 patricia.poncefeliu@navy.mil 619-524-7196	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241	CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Merdan Group, Inc. 4010 Morena Blvd. Suite 224 San Diego CA 92117		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-06-D-4810-NS02 10B. DATED (SEE ITEM 13) 01-Oct-2011
CAGE CODE 8K044	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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 5252.232-9200 Allotment of Funds Clause

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) Patricia Ponce-Feliu, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
(Signature of person authorized to sign)	BY /s/Patricia Ponce-Feliu (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 14-Apr-2014

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding in the amount of \$41,029.00.

Accordingly, said Task Order is modified as follows:

1. Provide funding in the amount of \$41,029.00 for CLIN 4201.
2. Revise Attachment 5, Allotment of Funds Spreadsheet.

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 from \$1,982,584.00 by \$41,029.00 to \$2,023,613.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420110	O&MN,N	0.00	41,029.00	41,029.00

The total value of the order is hereby increased from \$3,603,880.00 by \$0.00 to \$3,603,880.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	---	---	-----	-----	-----
4001	R410	SECGEN Program Support Services (Fund Type - TBD)	1.0	LO	\$878,654.00	\$49,445.00	\$928,099.00
400101	R410	(RDT&E)					
400102	R410	(RDT&E)					
400103	R410	(RDT&E)					
400104	R410	(RDT&E)					
400105	R410	(RDT&E)					
400106	R410	(O&MN,N)					
400107	R410	(O&MN,N)					
400108	R410	(RDT&E)					
400109	R410	(RDT&E)					
400110	R410	(O&MN,N)					
400111	R410	(RDT&E)					
400112	R410	(RDT&E)					
400113	R410	(RDT&E)					
4101	R410	SECGEN Program Support Services (Fund Type - TBD)	1.0	LO	\$905,026.00	\$50,929.00	\$955,955.00
410101	R410	(RDT&E)					
410102	R410	(RDT&E)					
410103	R410	(RDT&E)					
410104	R410	(RDT&E)					
410105	R410	(RDT&E)					
410106	R410	(RDT&E)					
410107	R410	(RDT&E)					

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410108	R410	(RDT&E)					
4201	R410	SECGEN Program Support Services (Fund Type - TBD)	1.0	LO	\$1,385,133.00	\$88,693.00	\$1,473,826.00
420101	R410	(RDT&E)					
420102	R410	(RDT&E)					
420103	R410	(RDT&E)					
420104	R410	(RDT&E)					
420105	R410	(O&MN,N)					
420106	R410	(RDT&E)					
420107	R410	(O&MN,N)					
420108	R410	(RDT&E)					
420109	R410	(RDT&E)					
420110	R410	(O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6001	R410	SECGEN Program Support Services (Fund Type - TBD)	1.0	LO	\$82,000.00
600101	R410	(RDT&E)			
600102	R410	(RDT&E)			
6101	R410	SECGEN Program Support Services (Fund Type - TBD)	1.0	LO	\$82,000.00
610101	R410	(RDT&E)			
610102	R410	(RDT&E)			
6201	R410	SECGEN Program Support Services (Fund Type - TBD)	1.0	LO	\$82,000.00
620101	R410	(RDT&E)			
620102	R410	(RDT&E)			
620103	R410	(RDT&E)			

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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301	R410	SECGEN Program Support Services (Fund Type - TBD) Option	1.0	LO	\$1,426,725.00	\$91,357.00	\$1,518,082.00
7401	R410	SECGEN Program Support Services (Fund Type - TBD) Option	1.0	LO	\$1,469,518.00	\$94,098.00	\$1,563,616.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9301	R410	SECGEN Program Support Services (Fund Type - TBD) Option	1.0	LO	\$82,000.00
9401	R410	SECGEN Program Support Services (Fund Type - TBD) Option	1.0	LO	\$82,000.00

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

B-2 OTHER DIRECT COSTS

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

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

B-3 FEE DETERMINATION AND PAYMENT

(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**

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TABLE BELOW hours. The **SEE TABLE BELOW** direct labor hours include zero (0) 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

PERIOD	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	4001	\$49,445	7,000	\$7.06
OPTION I	4101	\$50,929	7,000	\$7.28
OPTION II	4201	\$88,693	10,000	\$8.87
OPTION III	7301	\$91,357	10,000	\$9.14
OPTION IV	7401	\$94,098	10,000	\$9.41

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 one period to another as needed.

B-4 ALLOTMENT OF FUNDS (JAN 1989) (5252.232.9200)

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

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

ITEM(S) AMOUNT ALLOTTED (COST AND FEE)

See Attachment 5- Allotment of Funds Spreadsheet included in Section J and updated with each funding modification.

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I “Limitation of Funds” clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

See Attachment 5- Allotment of Funds Spreadsheet included in Section J and updated with each funding modification.

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment 3 Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the Task Order term. The Quality Assurance Surveillance Plan is provided as Attachment 2.

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment 4, involves access to and handling of classified material up to and including **TOP SECRET**.

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

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

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

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
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 contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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(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.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer’s Representative

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	10/1/2011 - 9/30/2012
4101	10/1/2012 - 9/30/2013
4201	10/1/2013 - 9/30/2014
6001	10/1/2011 - 9/30/2012
6101	10/1/2012 - 9/30/2013
6201	10/1/2013 - 9/30/2014

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN – DELIVERIES OR PERFORMANCE

The periods of performance are estimated as follows:

BASE PERIOD:

4001	01 October 2011 – 30 September 2012
6001	01 October 2011 – 30 September 2012

The period of performance for the following Option items are estimated as follows:

OPTION I:

4101	01 October 2012 – 30 September 2013
6101	01 October 2012 – 30 September 2013

OPTION II:

4201	01 October 2013 – 30 September 2014
6201	01 October 2013 – 30 September 2014

OPTION III:

7301	01 October 2014 – 30 September 2015
9301	01 October 2014 – 30 September 2015

OPTION IV:

7401	01 October 2015 – 30 September 2016
9401	01 October 2015 – 30 September 2016

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract”.

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

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due by the 10th working day of each month to the Contracting Officer's Representative (COR), SPAWAR Total Force Management (SPAWAR Code 8.1) and the SPAWAR Contracts Specialist assigned. This submission may be to a central website. The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Contracting Officer's Representative (COR).

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

There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice. Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), **and** the specific ACRN. Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. **The contractor shall provide an electronic copy of each invoice to the Contracting Officer's Representative at the time of submission to DCAA/DFAS.** The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a Cost Plus Fixed Fee (CPFF) task order.

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

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

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(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988 and selecting Option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Cost back-up documentation shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR.

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

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

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S0514A
Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DODAAC:	HAA05B
Service Approver DODAAC:	N00039
PAY DODAAC:	HQ0339

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

(g) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email

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Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
donna.dudley@navy.mil

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Brad Vetting
Code: SPAWAR 2.0B
Address: 4301 Pacific Highway, San Diego CA 92110
Phone: (619) 524-7598
E-Mail: Brad.vetting@navy.mil

G-6 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

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

Name: Joe Vaquez
Code: PMW 770
Phone(s): (858)537-8741
e-mail:joe.vasquez@navy.mil

G-7 SPECIAL BILLING INSTRUCTIONS 252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

Accounting Data

SLINID	PR Number	Amount

BASE Funding	0.00	
Cumulative Funding	0.00	
MOD 01		
400101	1300230404	50000.00
LLA :		

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AA 1721319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00000906893
CIN 130023040400001

400102 1300230404 15000.00

LLA :

AB 1721319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10000906893
CIN 13002304000002

400103 1300230404 80000.00

LLA :

AC 1721319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A30000906893
CIN 130023040400004

400104 1300230404 18000.00

LLA :

AD 1721319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A40000906893
CIN 130023040400005

400105 1300230404 7000.00

LLA :

AE 1721319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A50000906893
CIN 130023040400006

400106 1300230404 25000.00

LLA :

AF 1721804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A20000906893
CIN 130023040400003

MOD 01 Funding 195000.00
Cumulative Funding 195000.00

MOD 02

400105 1300230404 (3678.00)

LLA :

AE 1721319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A50000906893
CIN 130023040400006

MOD 02 Funding -3678.00
Cumulative Funding 191322.00

MOD 03

400107 1300236634 10000.00

LLA :

AG 1721804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000951252
CIN 130023663400001

400108 1300236634 100000.00

LLA :

AH 1721319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10000951252
CIN 130023663400002

400109 1300236634 18000.00

LLA :

AJ 1721319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A20000951252
CIN 130023663400003

MOD 03 Funding 128000.00
Cumulative Funding 319322.00

MOD 04

400110 1300245718 15000.00

LLA :

AK 1721804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00001027942
CIN 130024571800001

400111 1300245718 86215.00

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LLA :
AL 1721319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10001027942
CIN 130024571800002

400112 1300245718 167678.00

LLA :
AM 1721319 X7FY 252 00039 0 050120 2D 000000 COST CODE: A20001027942
CIN 130024571800003

600101 1300245718 17800.00

LLA :
AL 1721319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10001027942
CIN 130024571800002

600102 1300245718 17800.00

LLA :
AM 1721319 X7FY 252 00039 0 050120 2D 000000 COST CODE: A20001027942
CIN 130024571800003

MOD 04 Funding 304493.00
Cumulative Funding 623815.00

MOD 05

400113 1300251187 75095.00

LLA :
AN 1721319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A00001066128
CIN 130025118700001

MOD 05 Funding 75095.00
Cumulative Funding 698910.00

MOD 06 Funding 0.00
Cumulative Funding 698910.00

MOD 07 Funding 0.00
Cumulative Funding 698910.00

MOD 08

410101 1300310368 10000.00

LLA :
AP 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00001452732
CIN 1300331036800001

410102 1300310368 40564.00

LLA :
AQ 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10001452732
CIN 13003103600002

410103 1300310368 167000.00

LLA :
AR 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A20001452732
CIN 130031036800003

MOD 08 Funding 217564.00
Cumulative Funding 916474.00

MOD 09

410104 1300314509 10282.00

LLA :
AS 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00001487914
CIN 130031450900001

410105 1300314509 21000.00

LLA :
AT 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10001487914
CIN 130031450900002

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410106 1300314509 110000.00
 LLA :
 AU 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A20001487914
 CIN 130031450900003

610101 1300314509 10000.00
 LLA :
 AU 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A20001487914
 CIN 130031450900003

MOD 09 Funding 151282.00
 Cumulative Funding 1067756.00

MOD 10

400102 1300230404 (15000.00)
 LLA :
 AB 1721319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10000906893
 CIN 13002304000002

MOD 10 Funding -15000.00
 Cumulative Funding 1052756.00

MOD 11

410101 1300310368 (10000.00)
 LLA :
 AP 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00001452732
 CIN 1300331036800001

410104 1300314509 (5000.00)
 LLA :
 AS 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00001487914
 CIN 130031450900001

410105 1300314509 (21000.00)
 LLA :
 AT 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10001487914
 CIN 130031450900002

410107 1300355328 208327.00
 LLA :
 AV 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A00001762353
 CIN 130035532800002

610102 1300355328 7800.00
 LLA :
 AV 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A00001762353
 CIN 130035532800003

MOD 11 Funding 180127.00
 Cumulative Funding 1232883.00

MOD 12

410108 1300367006 30000.00
 LLA :
 AW 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00001831457
 CIN 130036700600001

MOD 12 Funding 30000.00
 Cumulative Funding 1262883.00

MOD 13

400101 1300230404 (50000.00)
 LLA :

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AA 1721319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00000906893
CIN 130023040400001

MOD 13 Funding -50000.00
Cumulative Funding 1212883.00

MOD 14 Funding 0.00
Cumulative Funding 1212883.00

MOD 15

420101 1300382438 80000.00
LLA :
AX 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A00001956562
CIN 130038243800001

MOD 15 Funding 80000.00
Cumulative Funding 1292883.00

MOD 16 Funding 0.00
Cumulative Funding 1292883.00

MOD 17

420102 1300387488 77000.00
LLA :
AY 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A00002002562
CIN 130038748800001

420103 1300388072 158056.00
LLA :
AZ 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00002007822
CIN 130038807200001

620101 1300387488 5000.00
LLA :
AY 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A00002002562
CIN 130038748800001

620102 1300388072 10000.00
LLA :
AZ 1731319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00002007822
CIN 130038072000001

MOD 17 Funding 250056.00
Cumulative Funding 1542939.00

MOD 18

420104 1300391372 210000.00
LLA :
BA 1741319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00002033773
CIN 130039137200001

420105 130039172 20515.00
LLA :
BB 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10002033773
CIN 130039137200002

420106 1300390824 20000.00
LLA :
BC 1731319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A00002029950
CIN 130039082400001

MOD 18 Funding 250515.00
Cumulative Funding 1793454.00

MOD 19

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420107 1300406942 20515.00
 LLA :
 BD 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00002153668
 CIN 13004069420001

MOD 19 Funding 20515.00
 Cumulative Funding 1813969.00

MOD 20

420108 1300409668 65000.00
 LLA :
 BE 1741319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A00002177202

420109 1300409668 93615.00
 LLA :
 BF 1741319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A10002177202

620103 1300409668 10000.00
 LLA :
 BF 1741319 X7FY 255 00039 0 050120 2D 000000 COST CODE: A10002177202

MOD 20 Funding 168615.00
 Cumulative Funding 1982584.00

MOD 21

420110 1300416028 41029.00
 LLA :
 BG 1741804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00002221286
 CIN 130041602800001

MOD 21 Funding 41029.00
 Cumulative Funding 2023613.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS

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

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

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

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

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

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

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

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

(b) Contractor employees are required to clearly identify themselves and the company they work

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for whenever making contact with Government personnel by telephone or other electronic means.

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

(a) Definition.

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

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

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

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

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

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

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

(2) Access to Information is restricted to individuals with a bona fide need to possess;

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

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

(h) The Prime Contractor will submit a signed copy of the SPAWAR Non-Disclosure Agreement.

H-6 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the task order.

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

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

H-7 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (H-304) (DEC 1999)

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

H-8 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business 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 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

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

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

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

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

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services

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performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

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

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

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

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

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

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

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

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

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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.

H-11 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements,

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including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H-12 LIMITATION ON FUTURE CONTRACTING

(a) The Contractor agrees that it will be restricted in its future contracting with SPAWAR for work under the programs listed in Sections 2 and 5 of the Performance Work Statement (PWS) (attachment 1), and in the manner described below. The limitations in this clause are in addition to any Organizational Conflict of Interest (OCI) limitations that may be specified in future SPAWAR solicitations.

(b) The effort to be performed by the Contractor under this Task Order includes security engineering, acquisition IA documentation development, IA activity planning, and process support for afloat and ashore programs within the Submarine Defense in Depth Security Architecture (DDSA). Primary support will be for the programs within the Undersea Integration Program Office and will include peer review of external interfacing system documentation to assure conformance with the Submarine DDSA approach to Certification and Accreditation (C&A). Such activities create a significant potential for OCI, as set forth in FAR 9.505.

(c) Consequently, the Contractor shall be ineligible to perform work under, or enter into any contract related to the programs listed in Sections 2 and 5 of the PWS as either the prime contractor, subcontractor, consultant or as part of a teaming arrangement, unless otherwise authorized in writing by the Contracting Officer. This restriction shall remain in effect during the life of this Task Order (including the option periods, if exercised) and for three (3) years after completion of performance of all efforts under this Task Order.

(d) The Contractor agrees that any proposals or quotes for any work requiring written approval of the Contracting Officer prior to entering into a contract subject to the restriction of this clause are submitted at the Contractor's own risk. Therefore, the Contractor is not entitled to, and shall not make any claim against, the Government to recover proposal or quote preparation costs, regardless of whether the request for authorization to enter into the contract is denied or approved.

(e) As a result of breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the

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Government reserves the right to terminate this task order for default, disqualify the Contractor for subsequent related contractual efforts, and to pursue such other remedies as may be available under law. If in compliance with this clause, the Contractor discovers and promptly reports an OCI subsequent to contract award, the Contracting Officer may choose to undertake termination of this task order for convenience of the Government, when such termination is deemed to be in the best interest of the Government.

(f) The Contractor agrees to insert in each subcontract or consultant agreement awarded for any portion of this requirement a clause that conforms substantially to the language of this clause, including this paragraph, unless otherwise authorized in writing by the Contracting Officer.

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SECTION I CONTRACT CLAUSES

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

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

I-2 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (MAY 2010)

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

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

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supervision, or retention; and

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

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

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

I-3 CLAUSES INCORPORATED BY REFERENCE

52. 204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

52.219-6 Notice of Small Business Set-Aside (JUN 2003)

52.219-14 Limitations of Subcontracting (DEC 1996)

52.223-18 Contractor Policy to Ban Text Messaging While Driving (Sep 2010)

52.232-18 Availability of Funds (APR 1984)

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SECTION J LIST OF ATTACHMENTS

Attachment No.1-Security Engineering PWS

Attachment No.2-Quality Assurance Surveillance Plan (QASP)

Attachment No.3-CDRLs (A001 and A002)

Attachment No.4-Contract Security Classification Specification (DD-254) dated 5 June 2013

Attachment No. 5-Allotment of Funds Spreadsheet