

2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 11-Feb-2014	4. REQUISITION/PURCHASE REQ. NO. 1300403375	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110	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) Artemis Consulting, LLC [REDACTED] San Diego CA [REDACTED]		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<b>[X]</b>	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4688-NS02
		10B. DATED (SEE ITEM 13) 29-Jun-2010
CAGE CODE 48U66	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:
[X]	D. OTHER (Specify type of modification and authority) IAW 5252.232-9200, Allotment of Funds

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	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY [REDACTED] (Signature of Contracting Officer) 12-Feb-2014

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

**GENERAL INFORMATION**

The purpose of this modification is to provide incremental funding totaling [REDACTED]. 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 from [REDACTED] by [REDACTED] to [REDACTED].

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

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

## 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	AD96	Financial Management Support (Fund Type - TBD)	1.0	LO	██████████	██████████	██████████
400101	AD96	Incremental Funding for ACRN AA ██████████ (O&MN,N)					
400102	AD96	Incremental Funding for ACRN AB ██████████ (O&MN,N)					
400103	AD96	Incremental Funding for ACRN AC ██████████ (O&MN,N)					
400104	AD96	Incremental Funding for ACRN AD ██████████ (O&MN,N)					
400105	AD96	(Fund Type - TBD)					
400106	AD96	(Fund Type - TBD)					
400107	AD96	Incremental Funding for ACRN AG ██████████ (RDT&E)					
400108	AD96	Incremental Funding for ACRN AH ██████████ (RDT&E)					
400109	AD96	Incremental Funding for ACRN AK ██████████ (O&MN,N)					
400110	AD96	Incremental Funding for ACRN					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 2 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

AJ [REDACTED]  
(O&MN,N)

400111 AD96 Incremental  
Funding for ACRN  
AL [REDACTED]  
(O&MN,N)

400112 AD96 Incremental  
Funding for ACRN  
AM [REDACTED]  
(O&MN,N)

400113 AD96 Incremental  
Funding for ACRN  
AN [REDACTED] (SCN)

400114 AD96 Incremental  
Funding for ACRN  
AP [REDACTED] (SCN)

400115 AD96 Incremental  
Funding for ACRN  
AQ [REDACTED] (SCN)

400116 AD96 Incremental  
Funding for ACRN  
AR [REDACTED] (SCN)

400117 AD96 Incremental  
Funding for ACRN  
AS [REDACTED] (SCN)

400118 AD96 Incremental  
Funding for ACRN  
AT [REDACTED] (SCN)

400119 AD96 Incremental  
Funding for ACRN  
AU [REDACTED] (SCN)

400120 AD96 Incremental  
Funding for ACRN  
AV [REDACTED] (SCN)

400121 AD96 Incremental  
Funding for ACRN  
AW [REDACTED] (SCN)

400122 AD96 Incremental  
Funding for ACRN  
AX [REDACTED] (SCN)

400123 AD96 Incremental  
Funding for ACRN  
AY [REDACTED] (SCN)

400124 AD96 Incremental

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 3 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Funding for ACRN  
AZ [REDACTED] (SCN)

400125 AD96 Incremental  
Funding for ACRN  
BA [REDACTED] (SCN)

400126 AD96 Incremental  
Funding for ACRN  
BB [REDACTED]  
(O&MN,N)

400127 AD96 Incremental  
Funding for ACRN  
BC [REDACTED]  
(O&MN,N)

400128 AD96 Incremental  
Funding for ACRN  
BD [REDACTED] (SCN)

400129 AD96 Incremental  
Funding for ACRN  
BD [REDACTED] (SCN)

400130 AD96 Incremental  
Funding for ACRN  
BE [REDACTED] (SCN)

400131 AD96 Incremental  
Funding for ACRN  
BF [REDACTED] (SCN)

400132 AD96 Incremental  
Funding for ACRN  
BG [REDACTED] (SCN)

400133 AD96 Incremental  
Funding for ACRN  
BH [REDACTED] (SCN)

400134 AD96 Incremental  
Funding for ACRN  
BJ [REDACTED]  
(O&MN,N)

400135 AD96 Incremental  
Funding for ACRN  
BK [REDACTED]  
(O&MN,N)

400136 AD96 Incremental  
Funding for ACRN  
BL [REDACTED]  
(O&MN,N)

400137 AD96 Incremental  
Funding for ACRN

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 4 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

BM [REDACTED] (SCN)

400138 AD96 Incremental  
Funding for ACRN  
BG [REDACTED] (SCN)

400139 AD96 Incremental  
Funding for ACRN  
BN [REDACTED] (SCN)

400140 AD96 Incremental  
Funding for ACRN  
BP [REDACTED] (SCN)

400141 AD96 Incremental  
Funding for ACRN  
BQ [REDACTED] (SCN)

400142 AD96 Incremental  
Funding for ACRN  
BR [REDACTED] (SCN)

400143 AD96 Incremental  
Funding for ACRN  
BS [REDACTED] (SCN)

400144 AD96 Incremental  
Funding for ACRN  
BT [REDACTED] (SCN)

400145 AD96 Incremental  
Funding for ACRN  
BU [REDACTED] (SCN)

4002 AD96 Financial Management Support (Fund Type - TBD) 1.0 LO [REDACTED] [REDACTED] [REDACTED]

400201 AD96 Incremental  
Funding for ACRN  
BV [REDACTED]  
(O&MN,N)

400202 AD96 Incremental  
Funding for ACRN  
BW [REDACTED]  
(O&MN,N)

400203 AD96 Incremental  
Funding for ACRN  
BX [REDACTED]  
(O&MN,N)

400204 AD96 Incremental  
Funding for ACRN  
BY [REDACTED]  
(O&MN,N)

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 5 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400205 AD96 Incremental  
Funding for ACRN  
BZ [REDACTED]  
(O&MN,N)

400206 AD96 Incremental  
Funding for ACRN  
CH [REDACTED] (SCN)

400207 AD96 Incremental  
Funding for ACRN  
CA [REDACTED] (SCN)

400208 AD96 Incremental  
Funding for ACRN  
CB [REDACTED] (SCN)

400209 AD96 Incremental  
Funding for ACRN  
CC [REDACTED] (SCN)

400210 AD96 Incremental  
Funding for ACRN  
CJ [REDACTED] (SCN)

400211 AD96 Incremental  
Funding for ACRN  
CF [REDACTED] (SCN)

400212 AD96 Incremental  
Funding for ACRN  
CK [REDACTED] (SCN)

400213 AD96 Incremental  
Funding for ACRN  
CE [REDACTED] (SCN)

400214 AD96 Incremental  
Funding for ACRN  
CL [REDACTED] (SCN)

400215 AD96 Incremental  
Funding for ACRN  
CM [REDACTED] (SCN)

400216 AD96 Incremental  
Funding for ACRN  
CN [REDACTED] (SCN)

400217 AD96 Incremental  
Funding for ACRN  
CD [REDACTED] (SCN)

400218 AD96 Incremental  
Funding for ACRN  
CG [REDACTED] (SCN)

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 6 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400219 AD96 Incremental  
Funding for ACRN  
CP [REDACTED]  
(O&MN,N)

400220 AD96 Incremental  
Funding for ACRN  
CQ [REDACTED]  
(O&MN,N)

400221 AD96 Incremental  
Funding for ACRN  
CR [REDACTED]  
(O&MN,N)

400222 AD96 Incremental  
Funding for ACRN  
CS [REDACTED]  
(O&MN,N)

400223 AD96 Incremental  
Funding for ACRN  
CT [REDACTED]  
(O&MN,N)

400224 AD96 Incremental  
Funding for ACRN  
CU [REDACTED]  
(O&MN,N)

400225 AD96 Incremental  
Funding for ACRN  
CV [REDACTED]  
(O&MN,N)

400226 AD96 Incremental  
Funding for ACRN  
CW [REDACTED] (SCN)

400227 AD96 Incremental  
Funding for ACRN  
CX [REDACTED] (SCN)

400228 AD96 Incremental  
Funding for ACRN  
CY [REDACTED] (SCN)

400229 AD96 Incremental  
Funding for ACRN  
CZ [REDACTED] (SCN)

400230 AD96 Incremental  
Funding for ACRN  
DA [REDACTED] (SCN)

400231 AD96 Incremental  
Funding for ACRN  
DR [REDACTED] (SCN)



CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 7 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400232 AD96 Incremental  
Funding for ACRN  
DB [REDACTED] (SCN)

400233 AD96 Incremental  
Funding for ACRN  
DC [REDACTED] (SCN)

400234 AD96 Incremental  
Funding for ACRN  
DD [REDACTED] (SCN)

400235 AD96 Incremental  
Funding for ACRN  
DE [REDACTED] (RDT&E)

400236 AD96 Incremental  
Funding for ACRN  
DF [REDACTED] (SCN)

400237 AD96 Incremental  
Funding for ACRN  
DG [REDACTED] (SCN)

400238 AD96 Incremental  
Funding for ACRN  
DS [REDACTED] (SCN)

400239 AD96 Incremental  
Funding for ACRN  
DH [REDACTED] (SCN)

400240 AD96 Incremental  
Funding for ACRN  
DT [REDACTED] (SCN)

400241 AD96 Incremental  
Funding for ACRN  
DJ [REDACTED] (SCN)

400242 AD96 Incremental  
Funding for ACRN  
DK [REDACTED] (SCN)

4003 AD96 Financial Management Support (Fund Type - TBD) 1.0 LO [REDACTED] [REDACTED] [REDACTED]

400301 AD96 Incremental  
Funding ACRN DU  
[REDACTED] (O&MN,N)

400302 AD96 Incremental  
Funding ACRN DV  
[REDACTED] (O&MN,N)

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 8 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400303 AD96 Incremental  
Funding ACRN DW  
██████ (O&MN,N)

400304 AD96 Incremental  
Funding ACRN DX  
██████ (O&MN,N)

400305 AD96 Incremental  
Funding ACRN DY  
██████ (SCN)

400306 AD96 Incremental  
Funding ACRN DZ  
██████ (SCN)

400307 AD96 Incremental  
Funding ACRN EA  
██████ (SCN)

400308 AD96 Incremental  
Funding ACRN EB  
██████ (SCN)

400309 AD96 Incremental  
Funding ACRN EC  
██████ (SCN)

400310 AD96 Incremental  
Funding ACRN ED  
██████ (SCN)

400311 AD96 Incremental  
Funding ACRN EE  
██████ (SCN)

400312 AD96 Incremental  
Funding ACRN EF  
██████ (SCN)

400313 AD96 Incremental  
Funding ACRN EG  
██████ (SCN)

400314 AD96 Incremental  
Funding ACRN EH  
██████ (SCN)

400315 AD96 Incremental  
Funding ACRN EJ  
██████ (SCN)

400316 AD96 Incremental  
Funding ACRN EK  
██████ (SCN)

400317 AD96 Incremental  
Funding ACRN EL

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 9 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

██████████ (SCN)

400318 AD96 Incremental  
Funding ACRN EM  
██████████ (SCN)

400319 AD96 Incremental  
Funding ACRN EN  
██████████ (SCN)

400320 AD96 Incremental  
Funding ACRN EP  
██████████ (SCN)

400321 AD96 Incremental  
Funding ACRN EQ  
██████████ (SCN)

400322 AD96 Incremental  
Funding ACRN ER  
██████████ (SCN)

400323 AD96 Incremental  
Funding ACRN ES  
██████████ (SCN)

400324 AD96 Incremental  
Funding ACRN ET  
██████████ (SCN)

400325 AD96 Incremental  
Funding ACRN EU  
██████████ (SCN)

400326 AD96 Incremental  
Funding ACRN EV  
██████████ (SCN)

400327 AD96 Incremental  
Funding ACRN EW  
██████████ (O&MN,N)

400328 AD96 Incremental  
Funding ACRN EX  
██████████ (O&MN,N)

400329 AD96 Incremental  
Funding ACRN EY  
██████████ (O&MN,N)

400330 AD96 Incremental  
Funding ACRN EZ  
██████████ (O&MN,N)

400331 AD96 Incremental  
Funding ACRN FA  
██████████ (O&MN,N)

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 10 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

400332 AD96 Incremental  
Funding ACRN FB  
[REDACTED] (SCN)

400333 AD96 Incremental  
Funding ACRN FC  
[REDACTED] (SCN)

400334 AD96 Incremental  
Funding ACRN FD  
[REDACTED] (O&MN,N)

400335 AD96 Incremental  
Funding ACRN FE  
[REDACTED]  
[REDACTED]  
(O&MN,N)

400336 AD96 Incremental  
Funding ACRN FF  
[REDACTED] (SCN)

400337 AD96 Incremental  
Funding ACRN FG  
[REDACTED] (SCN)

400338 AD96 Incremental  
Funding ACRN FH  
[REDACTED] (SCN)

400339 AD96 (Fund Type -  
TBD)

400340 AD96 (Fund Type -  
TBD)

400341 AD96 (Fund Type -  
TBD)

400342 AD96 (Fund Type -  
TBD)

400343 AD96 (Fund Type -  
TBD)

400344 AD96 (Fund Type -  
TBD)

400345 AD96 (Fund Type -  
TBD)

400346 AD96 (Fund Type -  
TBD)

400347 AD96 (Fund Type -  
TBD)

400348 AD96 (Fund Type -

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 11 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

TBD)

400349 AD96 (Fund Type -  
TBD)

4004 AD96 Financial 1.0 LO [REDACTED] [REDACTED] [REDACTED]  
Management  
Support (Fund  
Type - TBD)

400401 AD96 Incremental  
Funding on ACRN  
FV [REDACTED]  
(O&MN,N)

400402 AD96 Incremental  
Funding on ACRN  
FW [REDACTED]  
(O&MN,N)

400403 AD96 Incremental  
Funding on ACRN  
FX [REDACTED]  
(O&MN,N)

400404 AD96 Incremental  
Funding on ACRN  
FY [REDACTED]  
(RDT&E)

400405 AD96 Incremental  
Funding on ACRN  
FZ [REDACTED]  
(RDT&E)

400406 AD96 Incremental  
Funding on ACRN  
GA [REDACTED]  
(RDT&E)

400407 AD96 Incremental  
Funding on ACRN  
GB [REDACTED] (SCN)

400408 AD96 Incremental  
Funding on ACRN  
GC [REDACTED] (SCN)

400409 AD96 Incremental  
Funding on ACRN  
GD [REDACTED] (SCN)

400410 AD96 Incremental  
Funding on ACRN  
GE [REDACTED] (SCN)

400411 AD96 Incremental  
Funding on ACRN

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 12 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

GF [REDACTED] (SCN)

400412 AD96 Incremental  
Funding on ACRN  
GG [REDACTED] (SCN)

400413 AD96 Incremental  
Funding on ACRN  
GH [REDACTED] (SCN)

400414 AD96 Incremental  
Funding on ACRN  
GJ [REDACTED] (SCN)

400415 AD96 Incremental  
Funding on ACRN  
GK [REDACTED] (SCN)

400416 AD96 Incremental  
Funding on ACRN  
GL [REDACTED] (SCN)

400417 AD96 Incremental  
Funding on ACRN  
GM [REDACTED] (SCN)

400418 AD96 Incremental  
Funding on ACRN  
GN [REDACTED] (SCN)

400419 AD96 Incremental  
Funding on ACRN  
GP [REDACTED] (SCN)

400420 AD96 Incremental  
Funding on ACRN  
GQ [REDACTED] (SCN)

400421 AD96 Incremental  
Funding on ACRN  
GR [REDACTED] (SCN)

400422 AD96 Incremental  
Funding on ACRN  
GS [REDACTED] (SCN)

400423 AD96 Incremental  
Funding on ACRN  
GT [REDACTED] (SCN)

400424 AD96 Incremental  
Funding on ACRN  
GU [REDACTED] (SCN)

400425 AD96 Incremental  
Funding on ACRN  
GR [REDACTED] (SCN)

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 13 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

400426 AD96 Incremental  
Funding on ACRN  
GS [REDACTED] (SCN)

400427 AD96 Incremental  
Funding on ACRN  
GV [REDACTED]0 (SCN)

400428 AD96 Incremental  
Funding on ACRN  
GW [REDACTED] (SCN)

400429 AD96 Incremental  
Funding on ACRN  
GW [REDACTED] (SCN)

400430 AD96 Incremental  
Funding on ACRN  
GX [REDACTED] (SCN)

400431 AD96 Incremental  
Funding on ACRN  
GY [REDACTED]  
(RDT&E)

400432 AD96 Incremental  
Funding on ACRN  
GZ [REDACTED]  
(O&MN,N)

400433 AD96 Incremental  
Funding on ACRN  
HA [REDACTED]  
(O&MN,N)

400434 AD96 Incremental  
Funding on ACRN  
HB [REDACTED] (SCN)

400435 AD96 Incremental  
Funding on ACRN  
HC [REDACTED] (SCN)

400436 AD96 Incremental  
Funding on ACRN  
HD [REDACTED] (SCN)

400437 AD96 Incremental  
Funding on ACRN  
HE [REDACTED] (SCN)

400438 AD96 Incremental  
Funding on ACRN  
HF [REDACTED] (SCN)

400439 AD96 Incremental  
Funding on ACRN  
HG [REDACTED] (SCN)

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 14 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- 400440 AD96 Incremental  
Funding on ACRN  
HH [REDACTED] (SCN)
- 400441 AD96 Incremental  
Funding on ACRN  
HJ [REDACTED] (SCN)
- 400442 AD96 Incremental  
Funding on ACRN  
HK [REDACTED] (SCN)
- 400443 AD96 Incremental  
Funding on ACRN  
HL [REDACTED] (SCN)
- 400444 AD96 Incremental  
Funding on ACRN  
EL [REDACTED] (SCN)
- 400445 AD96 Incremental  
Funding on ACRN  
FR [REDACTED] (SCN)
- 400446 AD96 Incremental  
Funding on ACRN  
HM [REDACTED]  
(O&MN,N)
- 400447 AD96 Incremental  
Funding on ACRN  
HN [REDACTED]  
(O&MN,N)
- 400448 AD96 Incremental  
Funding on ACRN  
HP [REDACTED] (SCN)
- 400449 AD96 Incremental  
Funding on ACRN  
HQ [REDACTED]  
(O&MN,N)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6001	AD96	Financial Management Support (Fund Type - TBD)	1.0	LO	[REDACTED]
600101	AD96	Incremental Funding for ODC/Travel under			



CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 15 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ACRN AA [REDACTED]  
(O&MN,N)

600102 AD96 Incremental  
Funding for  
ODC/Travel under  
ACRN AK [REDACTED]  
(O&MN,N)

600103 AD96 Incremental  
Funding for  
ODC/Travel under  
ACRN AN [REDACTED]  
(SCN)

600104 AD96 Incremental  
Funding for  
ODC/Travel under  
ACRN AZ [REDACTED] (SCN)

600105 AD96 Incremental  
Funding for  
ODC/Travel under  
ACRN BD [REDACTED]  
(SCN)

600106 AD96 Incremental  
Funding for  
ODC/Travel under  
ACRN BK [REDACTED]  
(O&MN,N)

600107 AD96 Incremental  
Funding for  
ODC/Travel under  
ACRN BU [REDACTED] (SCN)

6002 AD96 Financial Management Support (Fund Type - TBD) 1.0 LO [REDACTED]

600201 AD96 Incremental  
Funding for ACRN  
BV [REDACTED]  
(O&MN,N)

600202 AD96 Incremental  
Funding for ACRN  
CF [REDACTED] (SCN)

600203 AD96 Incremental  
Funding for ACRN  
CK [REDACTED] (SCN)

600204 AD96 Incremental  
Funding for ACRN  
CT [REDACTED] (O&MN,N)

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 16 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

600205 AD96 Incremental  
Funding for ACRN  
CV [REDACTED] (O&MN,N)

600206 AD96 Incremental  
Funding for ACRN  
DS [REDACTED] (SCN)

6003 AD96 Financial 1.0 LO [REDACTED]  
Management  
Support (Fund  
Type - TBD)

600301 AD96 Incremental  
Funding ACRN DU  
[REDACTED] (O&MN,N)

6004 AD96 Financial 1.0 LO [REDACTED]  
Management  
Support (Fund  
Type - TBD)

600401 AD96 Incremental  
Funding (O&MN,N)

**B-1 ADDITIONAL SLINS**

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

**B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)**

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is SEE TABLE BELOW hours. The SEE TABLE BELOW direct labor hours include 0 uncompensated overtime labor hours.

CLIN	Fixed Fee %	# Labor Hrs / Yr
4001	[REDACTED]	[REDACTED]
4002	[REDACTED]	[REDACTED]
4003	[REDACTED]	[REDACTED]
4004	[REDACTED]	[REDACTED]

(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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 17 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

estimated hours.

CLIN	Fee/Hr
4001	██████████
4002	██████████
4003	██████████
4003	██████████

(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.

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.

CLIN	Fee
4001	██████████
4002	██████████
4003	██████████
4003	██████████

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

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

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 18 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

clause of this contract entitled “Fixed Fee”, are as follows:

ITEM(S)            ALLOTTED TO FIXED FEE

SEE ATTACHMENT 4: ALLOTTMENT OF FUNDS

(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 4: ALLOTTMENT OF FUNDS

(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.

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 19 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

### C-2 QUALITY ASSURANCE PLAN

Work under this contract shall be performed in accordance with Attachment No. 5 Quality Assurance Surveillance Plan (QASP).

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

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 20 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

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

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

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

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

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

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

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

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

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

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 21 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**C-6 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION  
(ECMRA)**

(a) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

(b) Reporting inputs (from contractors) will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 22 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

### **D-1 SHIP TO INFORMATION**

See Section G – Task Order Manager



CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 23 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or her duly authorized representative.

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 24 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4001	6/29/2010 - 5/31/2011
4002	6/1/2011 - 5/31/2012
4003	6/1/2012 - 5/31/2013
4004	6/1/2013 - 5/31/2014
6001	6/29/2010 - 5/31/2011
6002	6/1/2011 - 5/31/2012
6003	6/1/2012 - 5/31/2013
6004	6/1/2013 - 5/31/2014

### F-1 PERIODS OF PERFORMANCE (DEC 1999)

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

4001	6/29/2010 - 5/31/2011
4002	6/1/2011 - 5/31/2012
4003	6/1/2012 - 5/31/2013
4004	6/1/2013 - 5/31/2014
6001	6/29/2010 - 5/31/2011
6002	6/1/2011 - 5/31/2012
6003	6/1/2012 - 5/31/2013
6004	6/1/2013 - 5/31/2014

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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.

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 25 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 TASK ORDER MANAGER

The Task Order Manager (TOM) for this task order is:

[REDACTED]  
PMW120 BFM

[REDACTED]  
[REDACTED]

### G-2 MONTHLY STATUS REPORT

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item (A001). Submissions are due monthly by the 15<sup>th</sup> of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

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

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

### G-3 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

### G-4 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 26 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

**G-5 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008) (SPAWAR G-300 (VARIATION))**

(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 contract.

(e) The following information is provided for completion of the invoice 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)	N/A
DCAA Auditor DoDAAC :	HAA05B
Service Approver DoDAAC:	N00039
PAY DODAAC:	HQ0339

(f) Before closing out of an invoice session in WAWF, but after submitting the documents, you will be prompted to send additional e-mail notifications. Click on: Send More Email Notifications: and add the acceptor/receiver e-mail address 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.

Send additional e-mail notification to:

Task Order Manager: [REDACTED]

**G-6 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

Name: [REDACTED]  
Code: SPAWAR 2.0B  
Address: 4301 Pacific Highway, San Diego CA 92110  
Phone: [REDACTED]  
E-Mail: [REDACTED]

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 50 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 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 SBAs 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-2 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)**

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

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

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

### **H-3 DATA RIGHTS**

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

### **H-4 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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 51 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SPAWARSYSCOM prior to completion of the picture badge request.

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

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

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

#### **H-5 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-6 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)**

(a) Definition.

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

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 52 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

a limited release of its confidential business information.

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 53 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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-7 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.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

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

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government



CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 54 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

## **H-8 TECHNICAL INSTRUCTIONS**

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

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the “CHANGES” clause in this task order; (3) increase or decrease

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 55 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

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

## **H-9 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-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:

- (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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 56 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

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

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 57 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

as evidence of actual payments, as required by the FAR 52.216-7 “Allowable Cost and Payment” clause of the contract.

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 58 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 59 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING NAVY ENTERPRISE RESOURCE PLANNING (ERP) MANAGEMENT SYSTEM (JAN 2009)**

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing any Navy ERP System, contractor personnel shall contact the applicable Navy, Marine Corps Internet (NMCI), Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 60 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

can be found on the NMCI Homeport website at: [https://nmcicustomerreporting/CTR\\_Lookup/index.asp](https://nmcicustomerreporting/CTR_Lookup/index.asp). Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role required via the Contracting Officers Representative (COR) to the Competency Role Mapping POC. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Competency Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) For this procedure, reference to the COR shall mean the PCO for contracts that do not have a designated COR. For directions on completing the SF85P, the contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigation, and initiate re-investigations as required.

(c) for DoD Information Assurance Awareness training, please use this site: <http://iase.disa.mil/index2.html>.

**DIRECTIONS:** On the right side under "IA Training" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 61 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION I CONTRACT CLAUSES**

### **I-1 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

### **I-2 CLAUSES INCORPORATED BY REFERENCE**

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)



CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 28	PAGE 62 of 62	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment No. 1 - Performance Work Statement (PWS) entitled Financial Support Services, dated 14 April 2010

Attachment No. 2a - MSR CDRL A001

Attachment No. 2b - Status Report CDRL A002

Attachment No. 2c - Financial Rpts/Briefs CDRL A003

Attachment No. 2d - Minutes/Action Items CDRL A004

Attachment No. 3 - Contract Security Classification Specification (DD 254)

Attachment No. 4: Allotment of Funds

Attachment No. 5: Quality Assurance Surveillance Plan (QASP)