

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
273. EFFECTIVE DATE
27-Jan-20154. REQUISITION/PURCHASE REQ. NO.
Admin5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00039

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

S0514A

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110
[REDACTED]DCMA SAN DIEGO
7675 DAGGET STREET, SUITE 200
SAN DIEGO CA 92111-2241

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

Artemis Consulting, LLC
[REDACTED]
San Diego CA [REDACTED]

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-06-D-4688-NS03

10B. DATED (SEE ITEM 13)

01-Oct-2011

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)

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)
Mutual Agreement of the PartiesE. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY (Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 2 of 2	DRAFT
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GENERAL INFORMATION

The purpose of this modification is to add to Section I Clause 252.204-7012, Safeguarding of Unclassified Controlled Technical Information. 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].

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

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 1 of 56	DRAFT
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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	R710	Financial and Administrative Support Services - Base Year (TBD) (Fund Type - TBD)	1.0	LO			
400101	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400102	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400103	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400104	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400105	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400106	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400107	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400108	R710	Incremental funding in support of Paragraph 5.3 (RDT&E)					
400109	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400110	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400111	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400112	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400113	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400114	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400115	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400116	R710	Incremental funding in support of Paragraph 5.3 (RDT&E)					
400117	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 2 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400118	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400119	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400120	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400121	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400122	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400123	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400124	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400125	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400126	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400127	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400128	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400129	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400130	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400131	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400132	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400133	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400134	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400135	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400136	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400137	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400138	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 3 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400139	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400140	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400141	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400142	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400143	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400144	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400145	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400146	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400147	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
400148	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
400149	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
4101	R710	Financial & Administrative Support Services - Option Year 1 (TBD) (Fund Type - TBD)	1.0	LO			
410101	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410102	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410103	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410104	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410105	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410106	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410107	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410108	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410109	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 4 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410110	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410111	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410112	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410113	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410114	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410115	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410116	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410117	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410118	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410119	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410120	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410121	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410122	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410123	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410124	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410125	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410126	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410127	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410128	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410129	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410130	R710	Incremental funding in support of Paragraph 5.4 (SCN)					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 5 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410131	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410132	R710	Incremental funding in support of Paragraph 5.3 (RDT&E)					
410133	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410134	R710	Incremental funding in support of Paragraph 5.3 (RDT&E)					
410135	R710	Incremental funding in support of Paragraph 5.3 (RDT&E)					
410136	R710	Incremental funding in support of Paragraph 5.3 (RDT&E)					
410137	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410138	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410139	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410140	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410141	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410142	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410143	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410144	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410145	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410146	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410147	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
410148	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410149	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
410150	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
4201	R710	Financial & Administrative Support Services - Option Year 2 (TBD) (Fund Type - TBD)	1.0	LO			

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 6 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420101	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
420102	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
420103	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
420104	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
420105	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
420106	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420107	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420108	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420109	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420110	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420111	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420112	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420113	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420114	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420115	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420116	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420117	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420118	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420119	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420120	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420121	R710	Incremental funding in support of Paragraph 5.4 (SCN)					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 7 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420122	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420123	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420124	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420125	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420126	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420127	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420128	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420129	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420130	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420131	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420132	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420133	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420134	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420135	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420136	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420137	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420138	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420139	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420140	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420141	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420142	R710	Incremental funding in support of Paragraph 5.4 (SCN)					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 8 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420143	R710	Incremental funding in support of Paragraph 5.4 (RDT&E)					
420144	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420145	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420146	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
420147	R710	Incremental funding in support of Paragraph 5.4 (RDT&E)					
420148	R710	Incremental funding in support of Paragraph 5.4 (RDT&E)					
420149	R710	Incremental funding in support of Paragraph 5.4 (RDT&E)					
420150	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R710	Financial and Administrative Support Services - Base Year (TBD) (Fund Type - TBD)	1.0	LO	██████████
600101	R710	Incremental Funding in support of Paragraph 5.4 (SCN)			
600102	R710	Incremental Funding in support of Paragraph 5.4 (SCN)			
600103	R710	Incremental Funding in support of Paragraph 5.3 (RDT&E)			
600104	R710	Incremental Funding in support of Paragraph 5.1 (O&MN,N)			
6101	R710	Financial & Administrative Support Services - Option Year 1 (TBD) (Fund Type - TBD)	1.0	LO	██████████
610101	R710	Incremental funding in support of Paragraph 5.4 (SCN)			
610102	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)			
610103	R710	Incremental funding in support of Paragraph 5.4 (SCN)			
6201	R710	Financial & Administrative Support Services - Option Year 2 (TBD) (Fund Type - TBD)	1.0	LO	██████████
620101	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)			
620102	R710	Incremental funding in support of Paragraph 5.4 (SCN)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 9 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301	R710	Financial & Administrative Support Services - Option Year 3 (TBD) (Fund Type - TBD)	1.0	LO			
730101	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
730102	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
730103	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
730104	R710	Incremental funding in support of Paragraph 5.3 (O&MN,N)					
730105	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
730106	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
730107	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)					
730108	R710	Incremental funding in support of Paragraph 5.5 (SCN)					
730109	R710	Incremental funding in support of Paragraph 5.3 (RDT&E)					
730110	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730111	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730112	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730113	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730114	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730115	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730116	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730117	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730118	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730119	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730120	R710	Incremental funding in support of Paragraph 5.4 (SCN)					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 10 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730121	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730122	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730123	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730124	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730125	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730126	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730127	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730128	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730129	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730130	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730131	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730132	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730133	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730134	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730135	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730136	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730137	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730138	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730139	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730140	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730141	R710	Incremental funding in support of Paragraph 5.4 (SCN)					

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 11 of 56	DRAFT
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
730142	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730143	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730144	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730145	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
730146	R710	Incremental funding in support of Paragraph 5.4 (SCN)					
7401	R710	Financial & Administrative Support Services - Option Year 4 (TBD) (Fund Type - TBD) Option	1.0	LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9301	R710	Financial & Administrative Support Services - Option Year 3 (TBD) (Fund Type - TBD)	1.0	LO	
930101	R710	Incremental funding in support of Paragraph 5.1 (O&MN,N)			
9401	R710	Financial & Administrative Support Services - Option Year 4 (TBD) (Fund Type - TBD) Option	1.0	LO	

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the 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.

B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 12 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

(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.

Period	CLIN	Fixed Fee (%/\$)	Hours	Fee / Direct Labor Hour
Base Yr	4001			
Option 1	4101			
Option 2	4201			
Option 3	7301			
Option 4	7401			

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 ot another as needed.

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

ITEM(S) ALLOTED TO FIXED FEE

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 13 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SEE ATTACHMENT 6: ALLOTMENT 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:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
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SEE ATTACHMENT 6: ALLOTMENT 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. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 14 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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 5.

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 SCI.

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 15 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

(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. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 16 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G - Contracting Officer's Representative (COR)

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 17 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 Representative or his/her duly authorized representative

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 18 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4001	10/1/2011 - 9/30/2012
4101	9/1/2012 - 8/31/2013
4201	9/1/2013 - 8/31/2014
6001	10/1/2011 - 9/30/2012
6101	9/1/2012 - 8/31/2013
6201	9/1/2013 - 8/31/2014
7301	9/1/2014 - 8/31/2015
9301	9/1/2014 - 8/31/2015

F-1 PERIOD OF PERFORMANCE (DEC 1999)

CLIN - DELIVERIES OR PERFORMANCE

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

BASE PERIOD:

4001 1 October 2011 - 31 August 2012

6001 1 October 2011 - 31 August 2012

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

OPTION 1:

4101 1 September 2012 - 31 August 2013

6101 1 September 2012 - 31 August 2013

OPTION 2:

4201 1 September 2013 - 31 August 2014

6201 1 September 2013 - 31 August 2014

OPTION 3:

7301 1 September 2014 - 31 August 2015

9301 1 September 2014 - 31 August 2015

OPTION 4:

7401 1 September 2015 - 31 August 2016

9401 1 September 2015 - 31 August 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.

Services to be performed hereunder will be provided at:

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 19 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

PMW 170 Communications Program Office
Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110-3127

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 20 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G-1 MONTHLY AND QUARTERLY STATUS REPORTS

STANDARD 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 monthly by the 15th of the following month to the Contracting Officer's Representative (COR) and the SPAWAR Business Resource Manager (SPAWAR 01). 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).

QUARTERLY STATUS REPORTS

The contractor shall electronically submit Quarterly Status Reports (QSRs) in accordance with the format and content detailed in CDRL Item A004. Submissions are due monthly by the 10th working day of January, April, July and October to the Contracting Officer's Representative, SPAWAR Code 8.1, and the contracting Officer/Specialist.

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

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 21 of 56	DRAFT
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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.

(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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 22 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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	N00039
Acceptor DODAAC:	N00039
LPO DODAAC:	N/A
DCAA Auditor DODAAC:	HAA05B
Service Approver DODAAC:	N00039
PAY DODAAC:	HQ0339

(g) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
[REDACTED]

G-5 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]

G-6 CONTRACTING OFFICERS REPRESENTATIVE (COR)

The SPAWAR COR for this task order is:

Name: [REDACTED]
Code: PMW/A 170

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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Address: 4301 Pacific Highway, San Diego CA 92110

Phone: [REDACTED]

E-Mail: [REDACTED]

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

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

[REDACTED]

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

[REDACTED]
[REDACTED]

[REDACTED]

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

[REDACTED] [REDACTED] [REDACTED]
[REDACTED]
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CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 42 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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-2 DATA RIGHTS

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 43 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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;

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 44 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 Contractor to SPAWAR Non-Disclosure Agreement, see Section J, Attachment 9.

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

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

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program,

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 45 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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.

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 46 of 56	DRAFT
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(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 tie

H-7 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 the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

H-9 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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 47 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

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

(b) General

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

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

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

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

(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.

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 48 of 56	DRAFT
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(c) Per Diem

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

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

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

(d) Transportation

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

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

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

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 49 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. 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 ($18 + 18 - 14 = 22$).

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 50 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

H-10 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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 51 of 56	DRAFT
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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, 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-11 RESERVED

H-12 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 can be found on the NMCI Homeport website at: 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 investigations, 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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 52 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness.

H-13 5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

(a) Definition. As used in this clause, "sensitive information" includes:

(i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

(ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

(iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;

(iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

(i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

(ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

(iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

(iv) Execute a "Contractor Access to Information Non-Disclosure Agreement," and obtain and submit to the Contracting Officer a signed "Contractor Employee Access to Information Non-Disclosure Agreement" for each employee prior to assignment;

(v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 53 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Contractor Non-Disclosure Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 54 of 56	DRAFT
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SECTION I CONTRACT CLAUSES

I-1 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 the following periods:

YEAR	CLIN	EXERCISE PERIOD
OPTION 1	4101	01 August 2012 through 31 August 2012
OPTION 1	6101	01 August 2012 through 31 August 2012
OPTION 2	4201	01 August 2013 through 31 August 2013
OPTION 2	6201	01 August 2013 through 31 August 2013
OPTION 3	7301	01 August 2014 through 31 August 2014
OPTION 3	9301	01 August 2014 through 31 August 2014
OPTION 4	7401	01 August 2015 through 31 August 2015
OPTION 4	9401	01 August 2015 through 31 August 2015

provided that the Government gives the Contractor a preliminary notice of its intent to extend before the contract and any exercised option(s) 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 FEDERAL ACQUISITION REGULATIONS (FAR) 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)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.244-2 SUBCONTRACTS (JUN 2007)

252.204-7012, SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 55 of 56	DRAFT
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INFORMATION (NOV 2013)

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

CONTRACT NO. N00178-06-D-4688	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATION NO. 27	PAGE 56 of 56	DRAFT
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement, Rev. 1, dated 10 June 2011

Attachment 2 - CDRLs A001 - A005 with CDRL Attachments 2a-2e

Attachment 3 - Contract Security Classification Specification, DD254, dated 10 July 2014

Attachment 4 - Non-Disclosure Agreement

Attachment 5 - Quality Assurance Surveillance Plan (QASP)

Attachment 6 - Allotment of Funds, Base Year

Attachment 7 - Allotment of Funds, Option Year I

Attachment 8 - Allotment of Funds, Option Year II

Attachment 9 - Allotment of Funds, Option Year III