

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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1 3

2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 18-Apr-2017	4. REQUISITION/PURCHASE REQ. NO. 1300384571-0004	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 Jessica.Matias@navy.mil 619-553-4349	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 9174 Sky Park Court, Suite 100 SAN DIEGO CA 92123-4353	CODE S0514A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Exceptional Employees for Exceptional Results, Inc. dba E3R 2132 Estela Drive El Cajon CA 92020-1010		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-12-D-6867 / N00178-12-D-6867-7N01
		10B. DATED (SEE ITEM 13) 24-Jul-2014
CAGE CODE 6F5K5	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) IAW 5252.232-9200 Allotment of Funds and mutual agreement of parties
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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) Lorraine Banner, Business Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cindy Ledesma, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Lorraine Banner (Signature of person authorized to sign)	15C. DATE SIGNED 18-Apr-2017	16B. UNITED STATES OF AMERICA BY /s/Cindy Ledesma (Signature of Contracting Officer)	16C. DATE SIGNED 18-Apr-2017

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to:

1. Section B

- (a) Decrease the value of CLIN 7000 from [REDACTED] by [REDACTED] to [REDACTED]
- (b) Decrease the amount funded for SLIN 700002 from [REDACTED] by [REDACTED] to [REDACTED].
- (c) Decrease the value of CLIN 7002 from [REDACTED] by [REDACTED] to [REDACTED].
- (d) Decrease the amount funded for SLIN 700201 from [REDACTED] by [REDACTED] to [REDACTED].
- (e) Decrease the value of CLIN 9001 from [REDACTED] by [REDACTED] to [REDACTED]
- (f) Decrease the amount funded for SLIN 900101 from [REDACTED] by [REDACTED] to [REDACTED] 1.
- (g) Increase the value of CLIN 9002 from [REDACTED] by [REDACTED] to [REDACTED]
 - Decreases the funding amount from CLIN 9002 from [REDACTED] by [REDACTED] to [REDACTED] – This is to correct funding from Modification 06, which added funding at the CLIN level instead of the SLIN level
 - Add and fund SLIN 900201 in the amount of [REDACTED] – this SLIN is added and funded to replace the funding previously added at the CLIN level for CLIN 9002
- (h) Add and fund SLIN 900202 in the amount of [REDACTED].
- (i) Increase the value of CLIN 7006 from [REDACTED] by [REDACTED] to [REDACTED].
- (j) Increase the value of CLIN 9003 from [REDACTED] by [REDACTED] to [REDACTED].
- (k) Revise Attachment 4 for Clause 5252.232-9200 – Allotment of Funds.

2. Section B, and B-3, Fee Determination and Payment (Level of Effort) (Variation) (July 2009) (5252.216-9205), were updated accordingly to adjust cost and fee based on item One (1) above.

Accordingly, said Task Order is modified as follows:

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The Line of Accounting information is hereby changed as follows:

The total value of the order is hereby decreased from \$1,363,291.14 by \$19,532.66 to \$1,343,758.48.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	██████████	██████████	██████████
7002	██████████	██████████	██████████
9001	██████████	██████████	██████████
9002	██████████	██████████	██████████

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

CLIN/SLIN	From	To
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A conformed copy of this Task Order is attached to this modification for informational purposes only.

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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
7000	R425	Base Year Services (WCF)	1.0	LO			
700001	R425	Incremental Funding for ACRN AA (WCF)					
700002	R425	Incremental Funding for ACRN AB (WCF)					

For Cost Type / NSP Items

7001		Base Year CDRLS			1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002	R425	Option Year 1 Services (WCF)	1.0	LO			
700201	R425	(WCF)					

For Cost Type / NSP Items

7003		Option Year 1 CDRLS			1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7004	R425	Option Year 2 Services (WCF)	1.0	LO			

For Cost Type / NSP Items

7005		Option Year 2 CDRLS			1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7006	R425	Option Year 3 Services (WCF) Option	1.0	LO			

For Cost Type / NSP Items

7007		Option Year 3 CDRLS			1.0	LO	NSP
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7008	R425	Option Year 4 Services (WCF) Option	1.0	LO	██████	██████	██████

For Cost Type / NSP Items

7009		Option Year 4 CDRLS			1.0	LO	NSP
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Base Year ODC (Travel) (WCF)	1.0	LO	██████
900001	R425	Incremental Funding for ACRN AA \$6,409.20 (WCF)			
900002	R425	Incremental Funding for ACRN AB \$1,602.30 (WCF)			
9001	R425	Option Year 1 ODC (Travel) (WCF)	1.0	LO	██████
900101	R425	(WCF)			
9002	R425	Option Year 2 ODCs (Travel) (WCF)	1.0	LO	██████
900201	R425	(WCF)			
900202	R425	(WCF)			
9003	R425	Option Year 3 ODCs (Travel) (WCF) Option	1.0	LO	██████
9004	R425	Option Year 4 ODCs (Travel) (WCF) Option	1.0	LO	\$0.00

SECTION B

B-1 ADDITIONAL SLINS

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

B-2 OTHER DIRECT COSTS

The Government is specifically stating the anticipated Other Direct Costs (ODCs). The Government reserves the right to increase the ODC CLINs.

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

(a) Total Estimated Hours.

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

(b) Computation of Fee.

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

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate listed below per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7000			
OPTION 1	7002			
OPTION 2	7004			
OPTION 3	7006			
OPTION 4	7008	\$0.00	0	\$0.00

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.

B-4 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

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See Attachment No. 4

(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 No. 4

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SPECIFICATIONS/STATEMENT OF WORK

Work under this task order shall be performed in accordance with the Performance Work Statement (PWS) and Exhibit A: Contract Data Requirements List (CDRL).

PERFORMANCE WORK STATEMENT

Revision 1

1.0 INTRODUCTION

The Space and Naval Warfare Systems Center Pacific (SSC PACIFIC) Science and Technology Department (70000) serves as SPAWAR Chief Technology Office to enhance Science and Technology development and facilitate efficient technology transition into acquisition programs. The CTO has a requirement for technical and engineering services to support its role in developing and transitioning technologies that meet the highest priority needs of the warfighter.

2.0 BACKGROUND

The Chief Technology Office at Space and Naval Warfare Systems Center, Pacific (SSC PACIFIC), serves as the Technology Transition Agent, providing Technology Transfer services for Team SPAWAR, documenting transition categories, implementing transition data calls, establishing Technology Transition metrics, and teaming with industry, academia, and other Defense agencies to enhance technology speed and delivery for Naval capabilities. Technical and engineering support services will be used to assist the CTO in promoting S&T development throughout Team SPAWAR to fill warfighter needs and acquisition program gaps, and facilitating the rapid, efficient and affordable transition of advanced technologies into new warfighting capabilities.

3.0 SCOPE

The objective of this Task Order is to obtain technical and engineering services to assist and support the SPAWAR CTO in carrying out its duties and responsibilities to develop world-class C4ISR technologies that support warfighter requirements. The Task Order requires skill sets that span subject matter expertise to graphic support services for CTO functions which include:

- Providing S&T project and program management support services
- Providing Technology Transition support services into Team SPAWAR product lines
- Providing Technology Readiness Assessment (TRA) training and support within Team SPAWAR
- Providing Technology Transfer (T2) support services
- Providing support services for the execution of Cooperative Research and Development Agreements (CRADAs)

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- Providing qualitative research on strategic S&T investments that support the Navy's strategy for achieving Information Dominance
- Providing technology experimentation support for laboratory and operational experiments

4.0 APPLICABLE DIRECTIVES

The contractor shall adhere to the following documents in accordance with paragraph 5.0, Performance Requirements:

- Navy Strategy for Achieving Information Dominance 2013-2017
- Navy Cyber Power 2020
- Navy Information Dominance Corps Human Capital Strategy 2012-2017
- US Navy Information Dominance Roadmap 2013-2028
- SPAWAR Strategic Plan (2012-2016)
- SPAWAR Commander's Guidance 2013
- SSC Pacific Strategy Map
- SECNAV Manual 5510.30 (Series), Department of Navy Personnel Security Program, 06/2006
- SECNAV Manual 5510.36 (Series), Department of Navy Information Security Program, 06/2006
- OPNAVINST F3300.53C (Series), Navy Antiterrorism Program
- DOD 5200.01 Volumes 1 through 4 (Series), DOD Security Program, 2/24/2012
- DOD 5220.22-M (Series), National Industrial Security Program Operating Manual (NISPOM), 2/28/2006, CH 1 3/28/2013
- National Security Decision Directive 298 (Series), National Operations Security Program (NSDD) 298, 01/22/88
- DOD 5205.02 (Series), DOD Operations Security (OPSEC) Program, 11/03/08
- DoD Directive 5205.02, "DoD Operations Security (OPSEC) Program," March 6, 2006
- OPNAVINST 3432.1 (Series), DON Operations Security, 11/04/11
- SPAWARINST 3432.1 (Series), Operations Security Policy, 02/02/05

5.0 TECHNICAL REQUIREMENTS

5.1 SCIENCE AND TECHNOLOGY MANAGEMENT SUPPORT SERVICES

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The contractor shall engage with Service Systems Command, the Office of Naval Research (ONR), the Defense Advanced Research Projects Agency (DARPA), Department of Defense (DoD) and Department of Navy (DoN) agencies and organizations, academia and industry to provide technical and operational analysis to foster S&T initiatives and teaming. The contractor shall support CTO processes and events that identify solutions to S&T gaps provided by PEO C4I (Program Executive Officer, Command, Control, Communications, Computers & Intelligence), PEO SS (Program Executive Officer, Space Systems), and PEO EIS (Program Executive Officer, Enterprise Information Systems). The contractor shall identify innovative methods that generate new ideas, produce new technologies, processes and services, to improve war fighter capabilities. (CDRLs A001 and A002)

5.2 TECHNOLOGY TRANSITION SUPPORT

The contractor shall support the CTO in identifying, developing, assessing and transitioning new Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) battle management concepts and technologies into Team SPAWAR product lines that enable the Navy's Information Dominance vision. The contractor shall identify appropriate transition programs that enable successful and rapid transition of concepts and technologies into Team SPAWAR products, the role specific technologies will play in improving war fighter capabilities, and potential and existing external partnerships with industry, academia, and the acquisition community. The contractor shall develop and maintain metrics for team SPAWAR in the areas of innovation and technology transition. (CDRLs A001 and A002)

5.3 TECHNOLOGY READINESS ASSESSMENTS (TRA)

The contractor shall support the CTO in developing and implementing a standardized policy and procedures for conducting TRA within Team SPAWAR. The contractor shall support the TRA Panel Chair for Acquisition Category (ACAT) I and II TRA and provide guidance and support to Team SPAWAR program offices for ACAT III and IV TRA. The contractor shall document and track Team SPAWAR TRA by participating in periodic top-level management meetings with the CTO to assess each program of record TRA status and to assist in setting priorities. (CDRLS A001 and A002)

5.4 TECHNOLOGY TRANSFER

The contractor shall support the Office of Research and Technology Applications (ORTA) in T2 functions through licensing of government Intellectual Property (IP) to commercial portfolio management. The contractor shall process, distribute and manage royalty payments, maintain the T2 Patent database, maintain the IP license folders and assist in capturing T2 metrics. The contractor shall conduct market research on SSC Pacific technology and IP for commercialization potential, and develop reports and presentations for ORTA. The contractor shall interface and work with technology distribution channels, including but not limited to university MBA programs, DoD Partnership Intermediaries and technology locators to develop marketing activities and material to support SSC Pacific technologies, IP and capabilities for T2. The contractor shall perform SSC Pacific IP portfolio analysis and reporting functions to the OTA, the T2 office, and the Federal Laboratory Consortium Far West Regional Coordinator. (CDRLs

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A001 and A002)

5.5 TECHNOLOGY TRANSFER COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS

The contractor shall support the execution of Cooperative Research and Development Agreements (CRADAs) and develop collaborative Research and Development (R&D) partnerships with SSC Pacific Principle Investigators (PIs) and commercial and non-commercial entities. The contractor shall maintain and update metrics related to CRADAs. The contractor shall provide S&T portfolio analysis, management and related administrative support for SSC Pacific CRADAs and facilitate the execution of Limited Purpose CRADAs (LP-CRADAs). (CDRLs A001 and A002)

5.6 STRATEGIC DEVELOPMENT AND COMMANDER'S GUIDANCE GOALS

The contractor shall employ qualitative research to make strategic recommendations that directly impact the actions and decisions made by the CTO on future technology investments in support of the Navy's strategy and roadmap for achieving Information Dominance. The contractor shall monitor, assess and map the landscape of technology innovations and identify areas to increase intellectual capital within Team SPAWAR. The contractor shall oversee development, implementation, execution, and data analysis for Science and Technology objectives that meet warfighter requirements. The contractor shall oversee performance measures and initiatives development, data collection and distribution, and gap analysis for S&T objectives. (CDRLs A001, A002, and A017)

5.7 EXPERIMENTATION SUPPORT

The contractor shall support the CTO's corporate experimentation efforts by engaging key experiment partners within Department of Navy (DoN) and DoD on laboratory experiments, warfighter demonstrations, operational exercises, and war games. The contractor shall collect technical requirements from Team SPAWAR program offices and disseminate these to the S&T stakeholders in the interest of aligning near, mid, and far term S&T experimentation efforts with programmatic technology gaps and fleet requirements. (CDRLs A001 and A002)

5.8 GENERAL SUPPORT

The contractor shall provide a consolidated database with metrics for Technology Transfers, Technology Transitions, CRADAs and related S&T efforts supported by the CTO. The contractor shall perform technical writing and prepare technical input, documentation, presentations, reports, schedules, milestone charts and related written products as required by the CTO. (CDRLs A001, A002, and A017)

6.0 TRAVEL

Long distance and local travel may be required in the performance of this task. Travel on short notice may be required to support emergent issues/meetings. Location and number of trips may change upon the needs of the Government. Verbal authorization from the Contracting Officer

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Representative (COR) is required prior to long distance travel. All travel required in the performance of these tasks will be in accordance with the Joint Travel Regulations in effect at time of travel. Federal Government Per Diem Rates will also apply to the contractor while on travel in performance of this Task Order.

7.0 DELIVERABLES

Data deliverables shall be submitted as specified in Exhibit A - CDRL, DD1423.

8.0 GOVERNMENT FURNISHED PROPERTY

The Government will furnish materials and facilities, as required, for on-site personnel.

9.0 SECURITY

9.1 SECURITY

U.S. citizenship is required. The nature of this task requires access to Secret information. The work performed by the Contractor will include access to unclassified and up to Secret data, information, and spaces. The Contractor will be required to attend meetings classified up to Secret level and access Secure Internet Protocol Router Network (SIPRnet) at Government location. The contractor shall be NATO briefed and complete the derivative classification training prior to being granted access to SIPRnet; training is provided by the facility security officer.

As required by National Industrial Security Program Operating Manual (NISPOM) Chapter 1, Section 3, contractors are required to report certain events that have an impact on: 1) the status of the facility clearance (FCL); 2) the status of an employee's personnel clearance (PCL); 3) the proper safeguarding of classified information; 4) or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the Contracting Officer Representative (COR)/Technical Point of Contact (TPOC), the Contracting Specialist, and the Security's COR in addition to notifying appropriate agencies such as Cognizant Security Agency (CSA), Cognizant Security Office (CSO), or Department Of Defense Central Adjudication Facility (DODCAF) when that information relates to the denial, suspension, or revocation of a security clearance of any assigned personnel; any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.

If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the Commanding Officer, Attn: Foreign Travel Team, Space and Naval Warfare Systems Center Pacific, 4201 Pacific Highway, Old Town Complex 2, Room 1656, San Diego, CA 92110 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel, to initiate the release of a clearance message at least 30 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific

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briefing within 90 days of departure.

Anti-Terrorism/Force Protection (AT/FP) briefings are required for all personnel (Military, DOD Civilian, and contractor) per OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at <https://atlevel1.dtic.mil/at/>, if experiencing problems accessing this website contact ssc_fortrav@navy.mil. Forward a copy of the training certificate to the previous email address or fax to (619) 553-6863. SERE 100.1 Level A Code of Conduct training is also required prior to OConus travel for all personnel. SERE 100.1 Level A training can be accessed at <https://wwa.nko.navy.mil>. Other specialized training for specific locations may also be required contact the SSC Pacific foreign travel team. Finally, EUCOM has mandated that all personnel going on official travel to the EUCOM AOR must now register with the Smart Traveler Enrollment Program (STEP). When you sign up, you will automatically receive the most current information the State Department compiles about your destination country. You will also receive updates, including Travel Warnings and Travel Alerts. Sign up is one-time only, after you have established your STEP account, you can easily add official or personal travel to anywhere in the world, not just EUCOM. <http://travel.state.gov/content/passports/en/go/step.html>

9.2 OPERATIONS SECURITY (OPSEC)

OPSEC is a five step analytical process (identify critical information; analyze the threat; analyze vulnerabilities; assess risk; develop countermeasures) that is used as a means to identify, control, and protect unclassified and unclassified sensitive information associated with U.S. national security related programs and activities. All personnel working under this task will at some time handle, produce or process Critical Information or Critical Program Information, and therefore all Contractor personnel must practice OPSEC. All work is to be performed in accordance with DoD OPSEC requirements, and in accordance with the OPSEC attachment to the DD254.

10.0 DATA ACCESS

The contractor shall provide Government access to all computer generated on-line data, related to this order, at SSC Pacific and at the contractor's facility. The contractor shall insure that administrators of application services have after-hour remote access. Such remote access shall not be accomplished using employee owned computers because current Network Security guidelines prohibit personally owned computers for remote access users.

11.0 PERFORMANCE REQUIREMENTS

11.1 PERFORMANCE REQUIREMENT

The contractor shall provide services and deliverables in accordance with this PWS and in accordance with the attached task order Contract Data Requirements List (CDRL) items.

11.2 PERFORMANCE STANDARD

The contractor's performance shall meet all of the requirements of this PWS and comply with all applicable guidance, directives, and standards. The contractor shall deliver all task order data

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items in accordance with the authorities, content, format, media, marking, applications, quantities, frequency and submission date, delivery method, addressee, and DD250 requirements specified in the CDRL for each data item.

11.3 ACCEPTABLE QUALITY LEVEL

The effectiveness of the contractor's deliverables and services will be measured for 100% compliance with all PWS and CDRL requirements. The Government will evaluate (1) the quality of services and deliverables in terms of the contractor's compliance with the performance standard, (2) the contractors' timeliness with respect to task order, milestones, and delivery schedules, (3) the contractor's cost control in terms of effectiveness in forecasting, managing, and controlling cost, and (4) the contractor's business relations in terms of timeliness, completeness, quality of problem identification and corrective action, and reasonable and cooperative behavior.

11.4 METHOD OF SURVEILLANCE

The Government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with this task order's Quality Assurance Plan (QAP).

11.5 INCENTIVE

Failure to meet acceptable quality levels may result in an unsatisfactory past performance report by the Government.

12.0 OTHER

12.1 PLACE OF PERFORMANCE

Performance is anticipated to be at SPAWAR Systems Center Pacific.

13.0 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this 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>.

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>.

For purposes of ECMRA reporting, the Federal Supply Code / Product Service Code applicable to this contract/order is J070 (Maintenance and Repair of Automatic Data Processing Equipment, Software, Supplies and Support Equipment).

Details about ECMRA can be found at NMCARS 5237.102(90) <https://acquisition.navy.mil>

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/rda/home/policy_and_guidance/nmcars.

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SECTION D PACKAGING AND MARKING

See Clause G-5 Contracting Officer's Representative (COR).

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-0004 Line Item Specific: by Fiscal Year (Sep 2009)

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

G-1 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 addressees identified in CDRL Item A001. 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 Contracting Officer Representative.

G-2 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a Cost Plus Fixed Fee task order.

G-3 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) (252.232-7006)

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and (2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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


(1) Document type. The Contractor shall use the following document type(s). Cost Voucher (FAR 52.216-7; 52.216-13; 52.216-14; 52.232-7)

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

Not Applicable

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

Routing Data Table

WAWF Invoice Type *	Data to be entered in WAWF
Pay Official DoDAAC	See Block 15 of DD1155
Issue By DoDAAC	

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Admin DoDAAC	See Block 7 of the DD1155
Inspect By DoDAAC	████████
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	████████
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC:	N/A
DCAA Auditor DoDAAC:	████████
Other DoDAAC(s)	N/A

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

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

Please include the e-mail address identified in clause G-5 below.

(g) WAWF point of contact.

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

Not Applicable

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

(End of clause)

SUPPLEMENTAL WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006 (G-3).

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and

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non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

*In lieu of providing names of individuals, you may choose to assign an “employee code” to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(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) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

G-4 ACTIVITY OMBUDSMAN

The SPAWAR Systems Center Pacific Ombudsman for this Task Order is:

Name: Sharon Pritchard
Code: 20000
Address: 53560 Hull Street, San Diego CA 92152
Phone: (619) 553-4492
E-Mail: Sharon.Pritchard@navy.mil

G-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The SPAWAR Contracting Officer's Representative for this Task Order:

Name: Mary Gmitruk

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Code: 72120
Address: SPAWAR Systems Center Pacific, 53560 Hull St, San Diego, CA 92152
Phone: 619-553-4961
Email: mary.gmitruk@navy.mil

**G-6 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) Report 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.

Accounting Data

SLINID	PR Number	Amount

BASE Funding	██████████	
Cumulative Funding	██████████	
MOD 01 Funding	██████████	
Cumulative Funding	██████████	
MOD 02		
700001	1300384571-0001	██████████
LLA :		
AA 97X4930 NH3P 252 77777 0 050120 2F 000000 A00002402116		
900001	1300384571-0001	██████████
LLA :		
AA 97X4930 NH3P 252 77777 0 050120 2F 000000 A00002402116		
MOD 02 Funding ██████████		
Cumulative Funding ██████████		
MOD 03		
700002	130038457100003	██████████
LLA :		
AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002402116		
900002	130038457100004	██████████
LLA :		

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AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002402116

MOD 03 Funding ██████████
Cumulative Funding ██████████

MOD 04

700201 130038457100005 ██████████
LLA :
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002402116

900101 130038457100006 ██████████
LLA :
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002402116

MOD 04 Funding ██████████
Cumulative Funding ██████████

MOD 05 Funding ██████████
Cumulative Funding ██████████

MOD 06

7004 130038457100007 ██████████
LLA :
AD 97X4930 NH3P 251 77777 0 050120 2F 000000 A10002402116

MOD 06 Funding ██████████
Cumulative Funding ██████████

MOD 07 Funding ██████████
Cumulative Funding ██████████

MOD 08 Funding ██████████
Cumulative Funding ██████████

MOD 09

700002 130038457100003 ██████████
LLA :
AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002402116

700201 130038457100005 ██████████
LLA :
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002402116

900101 130038457100006 ██████████
LLA :
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002402116

900201 130038457100008 ██████████
LLA :
AD 97X4930 NH3P 251 77777 0 050120 2F 000000 A10002402116

900202 130038457100003 ██████████
LLA :
AE 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002402116

MOD 09 Funding ██████████
Cumulative Funding ██████████

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the 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) (5252.204-9202)

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

(b) 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) (5252.237-9602)

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

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

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and

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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;
- (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

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use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

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

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

H-6 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, RDT&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.

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(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 members of the contractor's organization), company or Government representative.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

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(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.

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

H-7 TECHNICAL INSTRUCTIONS

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

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the “CHANGES” clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for 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 (ACCESS TO PROPRIETARY INFORMATION (DEC 1999) (5252.209-9203)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of the Chief of Technology Office. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

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(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

H-9 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H-10 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200 -ALTERNATE II SEP 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to

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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.

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

(b) General

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

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

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

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

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

(c) Per Diem

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(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 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

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record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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.

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

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

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

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

I-1 FAR 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 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds –

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

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition

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threshold or 5 percent of the total estimated cost of the contract.

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

Any subcontract that is of the cost-reimbursement, time-and-materials, or labor-hour type; or is fixed-price and exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions of this contract.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting –

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant differences between the Contractor's price objective and the price negotiated; and

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(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and summary of all trade-off possibilities considered.

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

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

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

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

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

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

Systems Planning and Analysis, Inc (SPA)

Alternate I

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

Prescription: Use I-3 (252.222-7006) in all solicitations and contracts valued in excess of \$1 million utilizing funds appropriated or otherwise made available by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items, including commercially available off-the-shelf items.

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I-3 CLAUSES INCORPORATED BY REFERENCE

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.219-27 NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
SET-ASIDE (NOV 2011)

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

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Personnel Qualifications

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

Attachment No. 3 - Contract Security Classification Specification (DD 254) Revision 1, dated 26 May 2016

Attachment No. 4 - Allotment of Funds for Task Order

Exhibit A - CDRL A001, Dated 15 September 2014

Attachment 1 to CDRL A001, Dated 15 September 2014

Attachment 2 to CDRL A001, Dated 15 September 2014