

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 25	3. EFFECTIVE DATE 15-Feb-2011	4. REQUISITION/PURCHASE REQ. NO. 1300194807	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 mark.mclain@navy.mil 619-524-7155	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241	CODE	S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Predicate Logic 9619 Chesapeake Drive, Ste 200 San Diego CA 92123-1329		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4501-NS02
		10B. DATED (SEE ITEM 13) 29-May-2007
CAGE CODE OVWVP6	FACILITY CODE 837288554	

**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) Clause B-3 Allotment of Funds

E. IMPORTANT: Contractor [X] is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) heidi radaford, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/heidi radaford (Signature of Contracting Officer)	15-Feb-2011

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to increase incremental funding for CLINs 1401 and 3401.

Accordingly, said Task Order is modified as follows:

1. CLIN 1401 incremental funding increased in the amount of \$135,233 from \$603,893 to \$739,126
2. CLIN 3401 incremental funding increased in the amount of \$4,000 from \$66,297 to \$70,297
3. Added Attachment 31 - Allotment of Funds - NS0225

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 \$5,861,502.49 by \$139,233.00 to \$6,000,735.49.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
140115	O&MN,N	0.00	32,500.00	32,500.00
140116	O&MN,N	0.00	102,733.00	102,733.00
340109	O&MN,N	0.00	4,000.00	4,000.00

The total value of the order is hereby increased from \$6,809,331.15 by \$0.00 to \$6,809,331.15.

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 1 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----						
1001	Labor Hours - Base Year (TBD)		1.0 LH			\$615,234.11
100101	Incremental Funding \$541,666 (TBD)					
1101	Option 1 - Labor Hours (TBD)		1.0 LH			\$1,484,772.30
110101	Incremental Funding (TBD)					
110102	Incremental Funding (TBD)					
110103	Incremental Funding (TBD)					
1201	Option 2 - Labor Hours (TBD)		1.0 LH			\$1,336,526.36
120101	Incremental Funding for ACRN AF \$456,272.61 (O&MN,N)					
120102	Incremental Funding for ACRN AG \$451,333.75 (O&MN,N)					
120103	Incremental Funding for ACRN AH \$428,920.00 (O&MN,N)					
1301	Option 3 - Labor Hours (TBD)		1.0 LH			\$1,341,630.83
130101	Incremental Funding for ACRN AJ \$75,469 (O&MN,N)					
130102	Incremental Funding for ACRN AK \$75,469 (O&MN,N)					
130103	Incremental Funding for ACRN AL \$109,000 (RDT&E)					

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4501	NS02	25	2 of 31	

130104 Incremental  
Funding for ACRN  
AM \$275,463  
(RDT&E)

130105 Incremental  
Funding for ACRN  
AN \$250,000  
(RDT&E)

130106 Incremental  
Funding for ACRN  
AP \$327,000  
(O&MN,N)

130107 Incremental  
Funding for ACRN  
AQ \$101,884  
(O&MN,N)

130108 Incremental  
Funding for ACRN  
AR \$127,345.83  
(O&MN,N)

1401 Option 4 - Labor 1.0 LH \$1,380,873.55  
Hours (TBD)

140101 Incremental  
Funding for ACRN  
AS \$30,000  
(O&MN,N)

140102 Incremental  
Funding for ACRN  
AT \$32,000  
(O&MN,N)

140103 Incremental  
Funding for ACRN  
AU \$15,000  
(O&MN,N)

140104 Incremental  
funding for ACRN  
AV \$10,000  
(O&MN,N)

140105 Incremental  
Funding for ACRN  
AW \$80,000  
(O&MN,N)

140106 Incremental  
Funding for ACRN  
AX \$15,000  
(O&MN,N)

140107 Incremental  
Funding for ACRN  
AY \$50,000  
(O&MN,N)

140108 Incremental  
Funding for ACRN

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 3 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

AZ \$36,590  
(O&MN,N)

140109 Incremental  
Funding for ACRN  
BA \$35,876  
(O&MN,N)

140110 Incremental  
Funding for ACRN  
BB \$105,160  
(RDT&E)

140111 Incremental  
Funding for ACRN  
BC \$37,000  
(O&MN,N)

140112 Incremental  
Funding for ACRN  
BC \$20,000  
(O&MN,N)

140113 Incremental  
Funding for ACRN  
BD \$17,267  
(O&MN,N)

140114 Incremental  
Funding for ACRN  
BE \$120,000  
(RDT&E)

140115 Incremental  
Funding for ACRN  
BF \$32,500  
(O&MN,N)

140116 Incremental  
Funding for ACRN  
BG \$102,733  
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	ODC - Base Year (Non Fee Bearing) (TBD)	1.0 Lot	\$41,000.00
300101	Incremental Funding \$25,000 (TBD)		
3101	ODC - Option 1 (Non-Fee Bearing) (TBD)	1.0 Lot	\$197,341.00
310101	Incremental Funding (TBD)		
310102	Incremental		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4501	NS02	25	4 of 31	

Funding (TBD)

310103 Incremental  
Funding (TBD)

3201 ODC - Option 2                      1.0 Lot              \$117,976.00  
(Non-Fee Bearing)  
(TBD)

320101 Incremental  
Funding for ACRN  
AF \$111,906  
(O&MN,N)

320102 Incremental  
Funding for ACRN  
AG \$6070 (O&MN,N)

3301 ODC - Option 3                      1.0 Lot              \$151,000.00  
(Non-Fee Bearing)  
(TBD)

330101 Incremental  
Funding for ACRN  
AJ \$25,167  
(O&MN,N)

330102 Incremental  
Funding for ACRN  
AM \$91,900  
(RDT&E)

330103 Incremental  
Funding for ACRN  
AQ \$33,933  
(O&MN,N)

3401 ODC - Option 4                      1.0 Lot              \$142,977.00  
(Non-Fee Bearing)  
(TBD)

340101 Incremental  
Funding for ACRN  
AS \$9,000  
(O&MN,N)

340102 Incremental  
Funding for ACRN  
AT \$10,000  
(O&MN,N)

340103 Incremental  
Funding for ACRN  
AU \$4,000  
(O&MN,N)

340104 Incremental  
Funding for ACRN  
AV \$5,000  
(O&MN,N)

340105 Incremental  
Funding for ACRN  
AY \$2,000  
(O&MN,N)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4501	NS02	25	5 of 31	

340106 Incremental  
Funding for ACRN  
AZ \$9,297  
(O&MN,N)

340107 Incremental  
Funding for ACRN  
BC \$17,000  
(O&MN,N)

340108 Incremental  
Funding for ACRN  
BC \$10,000  
(O&MN,N)

340109 Incremental  
Funding for ACRN  
BF \$4,000  
(O&MN,N)

**B-1 ADDITIONAL SLINS**

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

**B-2 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (5252.216-9201)**

The fixed fee for work performed under this contract is (SEE BELOW TABLE, provided that not less than (SEE BELOW TABLE) staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than (SEE BELOW TABLE) staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (see table) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

**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) ALLOTTED TO FIXED FEE**

- 1001 \$35,436
- 1101 \$82,852
- 1201 SEE ATTACHMENT NO 16 ALLOTMENT OF FUNDS FOR OPTION 2
- 1301 SEE ATTACHMENT NO 27 ALLOTMENT OF FUNDS FOR OPTION 3

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 6 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

1401 SEE ATTACHMENT NO 31 ALLOTMENT OF FUNDS FOR OPTION 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:

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

1001/\$506,230/ 01 June 2007 - 30 September 2007

3001/\$25,000/ 01 April 2007 - 30 September 2007

1101/\$1,397,319.81/ 01 October 2007 - 30 September 2008

3101/\$197,341/ 01 October 2007 - 30 September 2008

1201 SEE ATTACHMENT NO 22 ALLOTMENT OF FUNDS FOR OPTION 2

3201 SEE ATTACHMENT NO 22 ALLOTMENT OF FUNDS FOR OPTION 2

1301 SEE ATTACHMENT NO 27 ALLOTMENT OF FUNDS FOR OPTION 3

3301 SEE ATTACHMENT NO 27 ALLOTMENT OF FUNDS FOR OPTION 3

1401 SEE ATTACHMENT NO 31 ALLOTMENT OF FUNDS FOR OPTION 4

3401 SEE ATTACHMENT NO 31 ALLOTMENT OF FUNDS FOR OPTION 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.

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 7 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

### C-2 QUALITY ASSURANCE PLAN

(1) 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 Task Order Manager (TOM) 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.

#### (2) Performance Standards:

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

#### (4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.
- b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

### 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.

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 8 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 SPAWARSSCOM 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 SPAWARSSCOM 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:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be 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.

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 9 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(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.

#### C-6 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001) (SPAWAR C-718)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this task order shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

36 C.F.R. § 1194.21 (Software Applications and operating systems)

36 C.F.R. § 1194.22 (Web-based and internet information and applications)

In addition, each EIT supply or service provided under this task order shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this task order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the task order, the Government will have the rights and remedies contained in the task order.

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 10 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

See Section G – Task Order Manager

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 11 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 12 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

The periods of performance for the following firm items are estimated as follows:

#### CLIN Period of Performance

1001 April 15, 2007 to Sep 30, 2007

3001 April 15, 2007 to Sep 30, 2007

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

1101 (Option) Oct 1, 2007 to Sep 30, 2008

3101 (Option) Oct 1, 2007 to Sep 30, 2008

1201 (Option) Oct 1, 2008 to Sep 30, 2009

3201 (Option) Oct 1, 2008 to Sep 30, 2009

1301 (Option) Oct 1, 2009 to Sep 30, 2010

3301 (Option) Oct 1, 2009 to Sep 30, 2010

1401 (Option) Oct 1, 2010 to Sep 30, 2011

3401 (Option) Oct 1, 2010 to Sep 30, 2011

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

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

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 13 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer's Representative (COR)

Donald Moore, PMW770

4301 Pacific Hwy

San Diego, CA 92110

[donald.moore@navy.mil](mailto:donald.moore@navy.mil)

(858) 537-0581

Alternate Contracting Officer's Representative (ACOR)

Donald Coker, PMW770

4301 Pacific Hwy

San Diego, CA 92110

[donald.coker@navy.mil](mailto:donald.coker@navy.mil)

(619) 524-3545

### 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 (insert CDRL number). Submissions are due monthly by the 15th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

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

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

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

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 14 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

**G-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) (JAN 2007)**

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

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

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

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

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S1103A
Inspector DODAAC (if applicable)	N00039 <a href="mailto:donald.moore@navy.mil">donald.moore@navy.mil</a> <a href="mailto:donald.coker@navy.mil">donald.coker@navy.mil</a>
Acceptor DODAAC:	N00039 <a href="mailto:donald.moore@navy.mil">donald.moore@navy.mil</a> <a href="mailto:donald.coker@navy.mil">donald.coker@navy.mil</a>
PAY DODAAC:	HQ0338

**G-5 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 15 of 31	FINAL
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Name: LCDR Brad Vetting

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: [brad.vetting@navy.mil](mailto:brad.vetting@navy.mil)

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.

Accounting Data	Amount
SLINID PR Number	
-----	-----
100101	541666.00
LLA :	
AA SEE ATTACHED FAD	
300101	25000.00
LLA :	
AB SEE ATTACHED FAD	
BASE Funding 566666.00	
Cumulative Funding 566666.00	
MOD 01	
110101	39049.00
LLA :	
AC SEE ATTACHED FAD	
110102	39049.00
LLA :	
AD SEE ATTACHED FAD	
110103	27440.00
LLA :	
AE SEE ATTACHED FAD	
310101	2533.00
LLA :	
AC SEE ATTACHED FAD	
310102	2533.00
LLA :	
AD SEE ATTACHED FAD	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4501	NS02	25	16 of 31	

310103 1768.00  
 LLA :  
 AE SEE ATTACHED FAD

MOD 01 Funding 112372.00  
 Cumulative Funding 679038.00

MOD 02

110101 40000.00  
 LLA :  
 AC SEE ATTACHED FAD

110103 50000.00  
 LLA :  
 AE SEE ATTACHED FAD

310101 2000.00  
 LLA :  
 AC SEE ATTACHED FAD

MOD 02 Funding 92000.00  
 Cumulative Funding 771038.00

MOD 03

110102 78099.00  
 LLA :  
 AD SEE ATTACHED FAD

110103 251839.00  
 LLA :  
 AE SEE ATTACHED FAD

310102 5065.00  
 LLA :  
 AD SEE ATTACHED FAD

310103 19453.00  
 LLA :  
 AE SEE ATTACHED FAD

MOD 03 Funding 354456.00  
 Cumulative Funding 1125494.00

MOD 04

110101 39041.00  
 LLA :  
 AC SEE ATTACHED FAD

110102 351443.00  
 LLA :  
 AD SEE ATTACHED FAD

310101 25857.00  
 LLA :  
 AC SEE ATTACHED FAD

310102 22791.00  
 LLA :  
 AD SEE ATTACHED FAD

MOD 04 Funding 439132.00  
 Cumulative Funding 1564626.00

MOD 05

110101 350499.00  
 LLA :  
 AC SEE ATTACHED FAD

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 17 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 05 Funding 350499.00  
Cumulative Funding 1915125.00

MOD 07

110101 132143.30  
LLA :  
AC SEE ATTACHED FAD

310101 115341.00  
LLA :  
AC SEE ATTACHED FAD

MOD 07 Funding 247484.30  
Cumulative Funding 2162609.30

MOD 08

110101 81570.00  
LLA :  
AC SEE ATTACHED FAD

MOD 08 Funding 81570.00  
Cumulative Funding 2244179.30

MOD 09

110101 4600.00  
LLA :  
AC SEE ATTACHED FAD

120101 91644.50  
LLA :  
AF 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

120102 104577.75  
LLA :  
AG 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

120103 107230.00  
LLA :  
AH 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

310101 (4600.00)  
LLA :  
AC SEE ATTACHED FAD

320101 20500.00  
LLA :  
AF 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

MOD 09 Funding 323952.25  
Cumulative Funding 2568131.55

MOD 10

120102 100000.00  
LLA :  
AG 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

120103 321690.00  
LLA :  
AH 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

MOD 10 Funding 421690.00  
Cumulative Funding 2989821.55

MOD 11

120101 100145.00  
LLA :  
AF 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4501	NS02	25	18 of 31	

120102 120000.00  
 LLA :  
 AG 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

320101 61500.00  
 LLA :  
 AF 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

MOD 11 Funding 281645.00  
 Cumulative Funding 3271466.55

MOD 12

320101 29906.00  
 LLA :  
 AF 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

320102 6370.00  
 LLA :  
 AG 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

MOD 12 Funding 36276.00  
 Cumulative Funding 3307742.55

MOD 13

120101 179246.00  
 LLA :  
 AF 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

120102 93733.00  
 LLA :  
 AG 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

320102 24700.00  
 LLA :  
 AG 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

MOD 13 Funding 297679.00  
 Cumulative Funding 3605421.55

MOD 14

120101 85237.11  
 LLA :  
 AF 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

120102 33023.00  
 LLA :  
 AG 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

320102 (25000.00)  
 LLA :  
 AG 1771804 QT6M 252 EA1NM 0 068342 2D 04A6M0 703040003040

MOD 14 Funding 93260.11  
 Cumulative Funding 3698681.66

MOD 15

130101 75469.00  
 LLA :  
 AJ 1701804 5T6M 252 00039 0 050120 2D 00000 000000174660

130102 75469.00  
 LLA :  
 AK 1701804 5T6M 252 00039 0 050120 2D 00000 000000174386

130103 72667.00  
 LLA :  
 AL 1701319 X7HX 255 00039 0 050120 2D 00000 000000174838

330101 25167.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4501	NS02	25	19 of 31	

LLA :  
AJ 1701804 5T6M 252 00039 0 050120 2D 00000 000000174660

MOD 15 Funding 248772.00  
Cumulative Funding 3947453.66

MOD 16 Funding 0.00  
Cumulative Funding 3947453.66

MOD 17

130103 36333.00  
LLA :  
AL 1701319 X7HX 255 00039 0 050120 2D 00000 000000174838

MOD 17 Funding 36333.00  
Cumulative Funding 3983786.66

MOD 18

130104 1300146015 275463.00  
LLA :  
AM 1701319 X7HX 252 00039 0 050120 2D 000000 COST CODE: A00000370086

130105 1300146015 250000.00  
LLA :  
AN 1701319 X7HX 255 00039 0 050120 2D 000000 COST CODE: A00000370086

130106 1300146015 327000.00  
LLA :  
AP 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000370086

330102 1300146015 91900.00  
LLA :  
AM 1701319 X7HX 252 00039 0 050120 2D 000000 COST CODE: A00000370086

MOD 18 Funding 944363.00  
Cumulative Funding 4928149.66

MOD 19 Funding 0.00  
Cumulative Funding 4928149.66

MOD 20

130107 1300162405 101884.00  
LLA :  
AQ 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000474341

130108 1300162405 127345.83  
LLA :  
AR 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000474341

330103 1300162405 33933.00  
LLA :  
AQ 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000474341

MOD 20 Funding 263162.83  
Cumulative Funding 5191312.49

MOD 21 Funding 0.00  
Cumulative Funding 5191312.49

MOD 22

140101 1300172503-0001 30000.00  
LLA :  
AS 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000592994

140102 1300172503-0001 32000.00  
LLA :  
AT 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000592994

140103 1300172503-0001 15000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4501	NS02	25	20 of 31	

LLA :  
AU 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000592994

140104 1300172503-0001 10000.00

LLA :  
AV 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A30000592994

140105 1300172503-0001 80000.00

LLA :  
AW 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A40000592994

340101 1300172503-0001 9000.00

LLA :  
AS 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000592994

340102 1300172502-0001 10000.00

LLA :  
AT 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000592994

340103 1300172503-0001 4000.00

LLA :  
AU 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000592994

340104 1300172503-0001 5000.00

LLA :  
AV 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A30000592994

MOD 22 Funding 195000.00  
Cumulative Funding 5386312.49

MOD 23

140106 1300188280 15000.00

LLA :  
AX 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000636607

140107 1300188280 50000.00

LLA :  
AY 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000636607

140108 1300188280 36590.00

LLA :  
AZ 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000636607

140109 1300188280 35876.00

LLA :  
BA 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A30000636607

140110 1300188280 105160.00

LLA :  
BB 1711319 X7HX 255 00039 0 050120 2D 000000 COST CODE: A40000636607

340105 1300188280 2000.00

LLA :  
AY 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000636607

340106 1300188280 9297.00

LLA :  
AZ 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000636607

MOD 23 Funding 253923.00  
Cumulative Funding 5640235.49

MOD 24

140111 1300191423 37000.00

LLA :  
BC 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000657281

140112 1300191423 20000.00

LLA :  
BC 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000657281

140113 1300191423 17267.00

LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4501	NS02	25	21 of 31	

BD 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000657281

140114 1300191423 120000.00

LLA :

BE 1711319 X7HX 255 00039 0 050120 2D 000000 COST CODE: A20000657281

340107 1300191423 17000.00

LLA :

BC 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000657281

340108 1300191423 10000.00

LLA :

BC 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000657281

MOD 24 Funding 221267.00

Cumulative Funding 5861502.49

MOD 25

140115 1300194807 32500.00

LLA :

BF 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000680478

140116 1300194807 102733.00

LLA :

BG 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000680478

340109 1300194807 4000.00

LLA :

BF 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000680478

MOD 25 Funding 139233.00

Cumulative Funding 6000735.49

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 22 of 31	FINAL
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

The following clause restates the Data Rights clause in the basic contract. The requirements of this clause are invoked for this task order:

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:

(a) patent or pending patent application number;

(b) title of the patent or pending patent application;

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 23 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (c) issue date of the patent, or filing date of the pending patent application;
- (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
- (e) the nature of the Contractor's right, title or interest in the background invention;
- (f) if the Government or any third part has any right, title or interest in the background invention; and
- (g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

**B. Delivery of Noncommercial Computer Software and Technical Data.** Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

#### 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.

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

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 24 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(SPAWAR H-359)

(a) Definition.

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

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

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

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.
- (3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.
- (d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:
  - (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),
  - (2) Access to confidential business information is restricted to individuals with a bona fide need to possess,
  - (3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,
  - (4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and
  - (5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

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

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 25 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 26 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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) 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 interests 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:

(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

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 27 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

#### H-10 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (JAN 2008)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation using SF 85P to be processed by the vendor Facility Security Officer (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. 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.

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 28 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875\\_12jun2006.pdf](https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875_12jun2006.pdf) [or provided as an attachment] and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall complete an SF85P and turn it into the contractor's Facility Security Officer for processing.

(c) For DoD Information Assurance Awareness training for FY 2008. Please use this site:

<http://iase.disa.mil/index2.html>

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

Information Assurance Awareness" (If you are not able to get "Launch DoD Information Assurance Awareness" to launch, call the NMCI Help Desk at 1-866-843-6624 and refer to Trouble Ticket SDH5867528.).

(d) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to SPAWAR Security in accordance with CDRL [fill in CDRL numbers here: CDRL XXX and CDRL XXX]. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to SPAWAR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees who require access to Government IT systems shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 29 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order 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 (5) years.

### 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

### I-2 CLAUSES INCORPORATED BY REFERENCE

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 30 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

Attachment 1 - SUBOPAATH Engineering Support PWS

Attachment 2 - CDRL

Attachment 2a

Attachment 2b

Attachment 2b

Attachment 2c

Attachment 3 - DD 254

Attachment 4 - FAD

Attachment 5 - FAD

Attachment 6 - FAD

Attachment 7 - FAD

Attachment 8 - FAD

Attachment 9 - FAD

Attachment 10 - IT Security CDRL for TOM Sept 07

Attachment 11 - FAD

Attachment 12 - FAD

Attachment 13 - FAD

Attachment 14 - Fiscal Accounting Data (FAD) Sheet - NS0210

Attachment 15 - Allotment of Funds for Option 2 - NS0210

Attachment 16 - Allotment of Funds for Option 2 - NS0211

Attachment 17 - Fiscal Accounting Data (FAD) Sheet - NS0211

Attachment 18 - Allotment of Funds for Option 2 - NS0212

Attachment 19 - Fiscal Accounting Data (FAD) Sheet - NS0212

Attachment 20 - Allotment of Funds for Option 2 - NS0213

Attachment 21 - Fiscal Accounting Data (FAD) Sheet - NS0213

Attachment 22 - Allotment of Funds for Option 2 - NS0214

CONTRACT NO. N00178-05-D-4501	DELIVERY ORDER NO. NS02	AMENDMENT/MODIFICATION NO. 25	PAGE 31 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Attachment 23 - Fiscal Accounting Data (FAD) Sheet - NS0214

Attachment 24 - Allotment of Funds for Option 3 - NS0215

Attachment 25 - Allotment of Funds for Option 3 - NS0217

Attachment 26 - Allotment of Funds for Option 3 - NS0218

Attachment 27 - Allotment of Funds for Option 3 - NS0220

Attachment 28 - Allotment of Funds for Option 4 - NS0222

Attachment 29 - Allotment of Funds for Option 4 - NS0223

Attachment 30 - Allotment of Funds for Option 4 - NS0224

Attachment 31 - Allotment of Funds for Option 4 - NS0225