

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
333. EFFECTIVE DATE
21-Oct-20194. REQUISITION/PURCHASE REQ. NO.
13008181385. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE

S0514A

NAVWAR HQ
4301 Pacific Highway
San Diego CA 92110DCMA SAN DIEGO
9174 Sky Park Court, Suite 100
SAN DIEGO CA 92123-4353

SCD: C

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

FORWARD SLOPE
2020 Camino Del Rio N, Suite 400
San Diego CA 92108-1541

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7718-NS02

10B. DATED (SEE ITEM 13)

23-Sep-2015

CAGE CODE
1KU93

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

[]

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)
Mutual Agreement of the PartiesE. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

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

Project Control Manager

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

Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

22-Oct-2019

BY

22-Oct-2019

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA

FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding to CLIN 7401 in the amount of \$124,500.00 and update clause C-10 Key Personnel.

Accordingly, said Task Order is modified as follows:

Funding for CLIN 7401 is increased by \$124,500.00 from \$161,529.00 to \$286,029.00.

C-10 Key Personnel is revised to replace [REDACTED] with [REDACTED]

See Attachment 5 - Allotment of Funds Revision Spreadsheet for NS02-33 funding information
Accordingly, said

Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,605,050.00 by \$124,500.00 to \$2,729,550.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
740103	O&MN,N	0.00	50,000.00	50,000.00
740104	O&MN,N	0.00	35,000.00	35,000.00
740105	O&MN,N	0.00	39,500.00	39,500.00

The total value of the order is hereby increased from \$3,379,173.44 by \$0.00 to \$3,379,173.44.

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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
7001	R408	Labor - Base Year. (O&MN,N)	1.0	LO	██████████	██████████	\$602,899.18
700101	R408	ACRN AA, \$94,802, PWS 5.1 (O&MN,N)					
700102	R408	ACRN AB, \$42,397, PWS 5.1 (O&MN,N)					
700103	R408	ACRN AC, \$43,000, PWS 5.1 (O&MN,N)					
700104	R408	ACRN AD, \$75,733, PWS 5.1 (O&MN,N)					
700105	R408	ACRN AE, \$103,067 PWS 5.1 (O&MN,N)					
700106	R408	ACRN AF \$75,000 PWS 5.1 (O&MN,N)					
700107	R408	ACRN AG \$25,000 PWS 5.5 (SCN)					
700108	R408	ACRN AH \$12,000 PWS 5.1 (O&MN,N)					
700109	R408	ACRN AJ \$100,000 PWS 5.1 (O&MN,N)					
700110	R408	ACRN AK \$3,900 PWS 5.1 (O&MN,N)					
700111	R408	ACRN AL \$28,000 PWS 5.5 (RDT&E)					
7101	R408	Labor - Option Year 1. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$624,317.84
710101	R408	ACRN AM, \$11,400, PWS 5.1 (O&MN,N)					
710102	R408	ACRN AN, \$60,000, PWS 5.1 (O&MN,N)					
710103	R408	ACRN AP, \$32,321 PWS 5.1 (O&MN,N)					
710104	R408	ACRN AQ, \$48,114 PWS 5.1 (O&MN,N)					
710105	R408	ACRN AR, \$15,532 PWS 5.1 (O&MN,N)					
710106	R408	ACRN AS, \$115,000 PWS 5.1 (O&MN,N)					
710107	R408	ACRN AT, \$55,000 PWS 5.1 (O&MN,N)					
710108	R408	ACRN AU, \$10,000 PWS 5.1 (O&MN,N)					
710109	R408	ACRN AV, \$330 PWS 5.1 (O&MN,N)					
710110	R408	ACRN AW, \$39,670 PWS 5.1 (O&MN,N)					
710111	R408	ACRN AX, \$6,000 PWS 5.1 (O&MN,N)					
710112	R408	ACRN AY, \$5,000 PWS 5.1 (O&MN,N)					
710113	R408	ACRN AZ, \$28,000 PWS 5.1 (O&MN,N)					
710114	R408	ACRN BA, \$15,000 PWS 5.1 (O&MN,N)					
710115	R408	ACRN BB, \$45,000 PWS 5.1 (O&MN,N)					
710116	R408	ACRN BC, \$85,000 PWS 5.1 (O&MN,N)					
710117	R408	ACRN BD, \$10,000 PWS 5.1 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201	R408	Labor - Option Year 2. (Fund Type - TBD)	1.0	LO			\$665,616.31
720101	R408	ACRN BE, \$50,000, PWS 5.1 (O&MN,N)					
720102	R408	ACRN BF, \$52,897, PWS 5.1 (O&MN,N)					
720103	R408	ACRN BG, \$42,000, PWS 5.1 (O&MN,N)					
720104	R408	ACRN BH, \$3,000, PWS 5.1 (O&MN,N)					
720105	R408	ACRN BJ, \$17,791, PWS 5.1 (O&MN,N)					
720106	R408	ACRN BK, \$30,000, PWS 5.1 (O&MN,N)					
720107	R408	ACRN BL, \$12,000, PWS 5.1 (O&MN,N)					
720108	R408	ACRN BM, \$51,200, PWS 5.1 (O&MN,N)					
720109	R408	ACRN BN, \$30,000, PWS 5.1 (O&MN,N)					
720110	R408	ACRN BP, \$30,000, PWS 5.1 (O&MN,N)					
720111	R408	ACRN BQ, \$37,000, PWS 5.1 (O&MN,N)					
720112	R408	ACRN BR, \$83,916, PWS 5.1 (O&MN,N)					
720113	R408	ACRN BS, \$50,000, PWS 5.1 (O&MN,N)					
720114	R408	ACRN BT, \$55,000, PWS 5.1 (O&MN,N)					
720115	R408	ACRN BU, \$5,000, PWS 5.1 (O&MN,N)					
7301	R408	Labor - Option Year 3. (Fund Type - TBD)	1.0	LO			\$746,951.13
730101	R408	ACRN BV, \$90,123; PWS 5.1 (Afloat) (O&MN,N)					
730102	R408	ACRN BW, \$143,828; PWS 5.1 (Shore) (O&MN,N)					
730103	R408	ACRN BX, \$20,000; PWS 5.1 (Afloat) (O&MN,N)					
730104	R408	ACRN BY, \$210,000; PWS 5.1 (Shore) (O&MN,N)					
730105	R408	ACRN CA, \$40,000; PWS 5.1 (UAC2/Afloat) (O&MN,N)					
730106	R408	ACRN CB, \$93,000; PWS 5.1 (Afloat) (O&MN,N)					
730107	R408	ACRN CC, \$98,000; PWS 5.1 (Shore) (O&MN,N)					
7401	R408	Labor - Option Year 4. (Fund Type - TBD)	1.0	LO			\$689,388.98
740101	R408	ACRN CD, \$22,793; PWS 5.1 (Afloat) (O&MN,N) (O&MN,N)					
740102	R408	ACRN CE, \$138,736; PWS 5.1 (Shore) (O&MN,N)					
740103	R408	ACRN CF, \$50,000; PWS 5.1 (CSRR) (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
740104	R408	ACRN CG, \$35,000; PWS 5.1 (UAC2) (O&MN,N)					
740105	R408	ACRN CH, \$39,500; PWS 5.1 (SUBHDR) (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R408	Other Direct Costs (ODCs) in support of CLIN 7001. Non-fee Bearing. G&A only. (O&MN,N)	1.0	LO	\$10,000.00
900101	R408	ACRN AB, \$4,000, PWS 5.1 (O&MN,N)			
9101	R408	Other Direct Costs (ODCs) in support of CLIN 7101. Non-fee Bearing. G&A only. (Fund Type - TBD)	1.0	LO	\$10,000.00
9201	R408	Other Direct Costs (ODCs) in support of CLIN 7201. Non-fee Bearing. G&A only. (Fund Type - TBD)	1.0	LO	\$10,000.00
9301	R408	Other Direct Costs (ODCs) in support of CLIN 7301. Non-fee Bearing. G&A only. (Fund Type - TBD)	1.0	LO	\$10,000.00
930101	R408	ACRN BZ, \$3,000; PWS 5.1 (O&MN,N)			
930102	R408	ACRN CA, \$5,000; PWS 5.1 (AC2/Afloat) (O&MN,N)			
9401	R408	Other Direct Costs (ODCs) in support of CLIN 7401. Non-fee Bearing. G&A only. (Fund Type - TBD)	1.0	LO	\$10,000.00
940101	R408	ACRN CD, \$2,500; PWS 5.1 (Afloat) (O&MN,N) (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 funding lines that will be provided under this Order.

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

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is 50,000 hours. The (see table below) direct labor hours include zero uncompensated overtime labor hours.

TABLE	CLIN	FIXED FEE	HOURS	
BASE YEAR	7001	██████████	9,380	██████████
OPTION I	7101	██████████	9,537	██████████
OPTION II	7201	██████████	10,000	██████████

OPTION III	████	\$49,964.84	████	████
OPTION IV	████	\$46,108.89	████	████

(b) Computation of Fee.

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

(c) Modifications.

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

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

(d) Payment of Fee.

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

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

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7001	████	9,380	████
OPTION I	7101	████	9,537	████
OPTION II	7201	████	10,000	████
OPTION III	7301	████	11,027	████
OPTION IV	7401	████	10,000	████

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

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

B-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

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(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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(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.

B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JAN 1992) (5252.232-9210)

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

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

<u>ITEM(S)</u>	<u>AMOUNT ALLOCATED (COST AND FEE)</u>
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(c) 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.

(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this Task Order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this Task Order.

B-5 OTHER DIRECT COSTS

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

B-6 OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Name of Holiday

Time of Observance

(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-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

C-7 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001) (5252.228-9201)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

(1) Workers' compensation and employers' liability: minimum of \$100,000 (2) Comprehensive general liability:

\$500,000 per occurrence

(3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-8 PERSONNEL QUALIFICATION REQUIREMENTS

The Personnel Qualifications for the labor categories identified by the Government for the performance of this task order are provided at Section L-2, Subfactor 1.C.

C-9 LABOR CATEGORY IDENTIFICATION

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at time of award. Also see Section L-2, Subfactor 1.C for a description of the Personnel Qualifications. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories:

Desired Labor Category

Offeror Corresponding Labor Category

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Sr. Financial/Cost Specialist
Financial/Cost Specialist
Jr. Financial/Cost Specialist

Sr. Financial/Cost Specialist
Financial/Cost Specialist
Jr. Financial/Cost Specialist

C-10 KEY PERSONNEL (DEC 1999) (5252.216-9210)

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed

substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer

or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
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██████████	Sr. Financial/Cost Specialist
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(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G-6 Clause – Contracting Officer 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 Representative (COR) or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7001	9/23/2015 - 9/22/2016
7101	9/23/2016 - 9/22/2017
7201	9/23/2017 - 9/22/2018
7301	9/23/2018 - 9/22/2019
7401	9/23/2019 - 9/22/2020
9001	9/23/2015 - 9/22/2016
9101	9/23/2016 - 9/22/2017
9201	9/23/2017 - 9/22/2018
9301	10/18/2018 - 9/22/2019
9401	9/23/2019 - 9/22/2020

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

7101	9/23/2016 - 9/22/2017
7201	9/23/2017 - 9/22/2018
7301	9/23/2018 - 9/22/2019
7401	9/23/2019 - 9/22/2020
9101	9/23/2016 - 9/22/2017
9201	9/23/2017 - 9/22/2018
9301	9/23/2018 - 9/22/2019
9401	9/23/2019 - 9/22/2020

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a Cost-Plus-Fixed-Fee Level of Effort (TERM) Task Order.

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

Contractor Invoicing Instructions

(a) Consistent with Task Order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this Task Order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G.

(b) Each ACRN under this contract is associated to a specific program, project, or PWS paragraph. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN; the program, project, or PWS paragraph; appropriation funds type and appropriation year are identified.

Costs incurred under the referenced program, project, or PWS paragraph shall only be billed to the associated ACRN(s). The contractor is only authorized to invoice for work completed under the program, project, or PWS paragraph referenced within each ACRN. Within each program, project, or PWS paragraph, the Contractor shall invoice in the same proportion as the amount of funding currently unliquidated (for each ACRN within the same fiscal year), starting with the earliest appropriation year.

(c) The contractor's invoice shall identify the appropriate Contract and Task Order number. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item Number (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 Contracting Officer's Representative at the time of submission to WAWF.

G-3 DFAS SPECIAL PAYMENT INSTRUCTION (PGI 204-7108(d)(2))

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

G-4 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (252.232-7006) (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit,

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activity, or organization.

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 System for Award Management 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 the contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(vii) Invoice and Receiving Report (Combo) or (I) Invoice (stand-alone) and Receiving Report (stand-alone)

Combo

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

N/A

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

Routing Data Table*

<u>Field Name in WAWF</u>	<u>Data to be entered in WAWF</u>
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00039
Admin DoDAAC	S0514A
Inspect by DoDAAC	N00039

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Ship to Code See Section D
Ship from Code See Section D
Mark for Code See Section D
Service Approver (DoDAAC) N00039
Service Acceptor (DoDAAC) N00039
Accept at Other DoDAAC N/A
LPO DoDAAC N/A
DCAA Auditor Information HAA05B
Other DoDAAC 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.

Contractor Representative:
[Redacted], PMW770
y
San Diego
Email: [Redacted]
Phone: [Redacted]

(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.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

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

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G-6 CONTRACTING OFFICER REPRESENTATIVE (COR)

The SPAWAR COR for this Task Order is:

Name: [REDACTED]

Code: PMW 770

Address: 4301 Pacific Highway, San Diego, CA 92110

Phone: [REDACTED]

E-mail: [REDACTED]

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

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

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final.

Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) 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
700101	130052769600001	94802.00
LLA :		
AA 1751804 5U7N 257 00039 0 050120 2D 000000 COST CODE: A00003075150		
700102	130052769600002	42397.00
LLA :		
AB 1751804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A10003075150		
700103	130052914600001	43000.00
LLA :		
AC 1751804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00003087860		
700104	130052914600002	75733.00
LLA :		
AD 1751804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10003087860		
900101	130052769600003	4000.00
LLA :		
AB 1751804 5T6M 257 00039 0 050120 2D 000000 COST CODE: A10003075150		

BASE Funding 259932.00
Cumulative Funding 259932.00

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MOD 01 Funding 0.00
Cumulative Funding 259932.00

MOD 02

700105 130054714500001 103067.00

LLA :

AE 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003256064

700106 130054714500002 75000.00

LLA :

AF 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A10003256064

MOD 02 Funding 178067.00
Cumulative Funding 437999.00

MOD 03

700107 130054758200001 25000.00

LLA :

AG 1721611 H232 251 SB450 0 050120 2D 000000 COST CODE: A00003258328

MOD 03 Funding 25000.00
Cumulative Funding 462999.00

MOD 04

700108 130056831500001 12000.00

LLA :

AH 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003419312

MOD 04 Funding 12000.00
Cumulative Funding 474999.00

MOD 05

700109 130057122700001 100000.00

LLA :

AJ 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003442458

MOD 05 Funding 100000.00
Cumulative Funding 574999.00

MOD 06

700110 130057686300001 35900.00

LLA :

AK 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003481926

MOD 06 Funding 35900.00
Cumulative Funding 610899.00

MOD 07

700111 130057505500001 28000.00

LLA :

AL 1761319 H4RL 251 SB397 0 050120 2D 000000 COST CODE: A00003470421

MOD 07 Funding 28000.00
Cumulative Funding 638899.00

MOD 08

700110 130057686300001 (32000.00)

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LLA :
AK 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003481926

710101 130059739900001 11400.00
LLA :
AM 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003616861

710102 130059739900002 60000.00
LLA :
AN 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A10003616861

MOD 08 Funding 39400.00
Cumulative Funding 678299.00

MOD 09

710103 130059771000001 32321.00
LLA :
AP 1761804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003619614

710104 130059771000002 48114.00
LLA :
AQ 1761804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A10003619614

MOD 09 Funding 80435.00
Cumulative Funding 758734.00

MOD 10

710105 130061428100001 15532.00
LLA :
AR 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003758724

710106 130061428100002 115000.00
LLA :
AS 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A10003758724

710107 130061428100003 55000.00
LLA :
AT 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A20003758724

MOD 10 Funding 185532.00
Cumulative Funding 944266.00

MOD 11

710108 130061641100001 10000.00
LLA :
AU 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00003776814

MOD 11 Funding 10000.00
Cumulative Funding 954266.00

MOD 12

710109 130063321700001 330.00
LLA :
AV 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003915107

710110 130063321700002 39670.00
LLA :
AW 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A10003915107

710111 130063321700003 6000.00
LLA :
AX 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A20003915107

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MOD 12 Funding 46000.00
Cumulative Funding 1000266.00

MOD 13

710112 130064342800001 5000.00
LLA :
AY 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003996718

710113 130064342800002 28000.00
LLA :
AZ 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A10003996718

710114 130064342800003 15000.00
LLA :
BA 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A20003996718

MOD 13 Funding 48000.00
Cumulative Funding 1048266.00

MOD 14

710115 130064673100001 45000.00
LLA :
BB 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A00004019047

710116 130064673100002 85000.00
LLA :
BC 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A10004019047

710117 130064673100003 10000.00
LLA :
BD 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A20004019047

MOD 14 Funding 140000.00
Cumulative Funding 1188266.00

MOD 15

720101 130066964100001 50000.00
LLA :
BE 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00004168640

720102 130066964100002 52897.00
LLA :
BF 1771804 5T6M 251 00039 0 050120 2D 000000 COST CODE: A10004168640

MOD 15 Funding 102897.00
Cumulative Funding 1291163.00

MOD 16

720103 130067866400001 42000.00
LLA :
BG 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004253369

720104 130067866400002 3000.00
LLA :
BH 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004253369

MOD 16 Funding 45000.00
Cumulative Funding 1336163.00

MOD 17

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720105 130068661600001 17791.00
 LLA :
 BJ 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004320429

MOD 17 Funding 17791.00
 Cumulative Funding 1353954.00

MOD 18

720106 130069185400001 30000.00
 LLA :
 BK 1781804 5C1C 251 00039 0 050120 2D 000000 Cost Code: A00004360650

MOD 18 Funding 30000.00
 Cumulative Funding 1383954.00

MOD 19

720107 130069486500001 12000.00
 LLA :
 BL 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004382277

720108 130069486500002 51200.00
 LLA :
 BM 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004382277

MOD 19 Funding 63200.00
 Cumulative Funding 1447154.00

MOD 20

720109 130069704700001 30000.00
 LLA :
 BN 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004398219

720110 130069704700002 30000.00
 LLA :
 BP 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004398219

MOD 20 Funding 60000.00
 Cumulative Funding 1507154.00

MOD 21

720111 130070551600001 37000.00
 LLA :
 BQ 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004464400

MOD 21 Funding 37000.00
 Cumulative Funding 1544154.00

MOD 22

720112 130071157200001 83916.00
 LLA :
 BR 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004509562

720113 130071157200002 50000.00
 LLA :
 BS 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004509562

MOD 22 Funding 133916.00
 Cumulative Funding 1678070.00

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MOD 23

720114 130072707000001 55000.00
 LLA :
 BT 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004605431

MOD 23 Funding 55000.00
 Cumulative Funding 1733070.00

MOD 24

720115 130073132500001 5000.00
 LLA :
 BU 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004631463

MOD 24 Funding 5000.00
 Cumulative Funding 1738070.00

MOD 25

730101 130074028500001 90123.00
 LLA :
 BV 1781804 5C1C 251 00039 0 050120 2D 000000 A00004686807

730102 30074028500002 143828.00
 LLA :
 BW 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004686807

730103 130074302000001 20000.00
 LLA :
 BX 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004707724

730104 130074302000002 210000.00
 LLA :
 BY 1781804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10004707724

MOD 25 Funding 463951.00
 Cumulative Funding 2202021.00

MOD 26

930101 130075034200001 3000.00
 LLA :
 BZ 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004775798

MOD 26 Funding 3000.00
 Cumulative Funding 2205021.00

MOD 27

730105 130075201300001 40000.00
 LLA :
 CA 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00004788491

930102 130075201300002 5000.00
 LLA :
 CA 1791804 5C1C 251 00039 0 050120 2D 000000 A00004788491

MOD 27 Funding 45000.00
 Cumulative Funding 2250021.00

MOD 28 Funding 0.00
 Cumulative Funding 2250021.00

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MOD 29

730106 130079417900001 115000.00

LLA :

CB 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00005126149

730107 130079417900002 128000.00

LLA :

CC 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10005126149

MOD 29 Funding 243000.00
Cumulative Funding 2493021.00

MOD 30 Funding 0.00
Cumulative Funding 2493021.00

MOD 31

740101 130080524800001 22793.00

LLA :

CD 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00005222888

740102 130080524800003 138736.00

LLA :

CE 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10005222888

940101 130080524800002 2500.00

LLA :

CD 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00005222888

MOD 31 Funding 164029.00
Cumulative Funding 2657050.00

MOD 32

730106 130079417900001 (22000.00)

LLA :

CB 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00005126149

730107 130079417900002 (30000.00)

LLA :

CC 1791804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10005126149

MOD 32 Funding -52000.00
Cumulative Funding 2605050.00

MOD 33

740103 130081813800001 50000.00

LLA :

CF 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A20005352217

740104 130081813800002 35000.00

LLA :

CG 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A10005352217

740105 130081813800003 39500.00

LLA :

CH 1701804 5C1C 251 00039 0 050120 2D 000000 COST CODE: A00005352217

MOD 33 Funding 124500.00
Cumulative Funding 2729550.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. 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 (JUL 2013) (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) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) 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 (MAY 2004) (5252.237-9602)

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

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

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 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

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

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

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

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

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

(h) The Prime Contractor will submit a signed copy of the Information Access Agreement - Company, see Section J, Attachment 6.

H-6 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (APR 1992) (5252.242-9202)

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer's Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract.

The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

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- (1) date of issuance of Technical Direction;
- (2) applicable contract number;
- (3) technical direction identification number;
- (4) description of Technical Direction;
- (5) estimated cost;
- (6) estimated level of effort by labor category; and
- (7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

H-7 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the Contractor's Basic Seaport IDIQ Contracts is incorporated in this Task Order by reference.

H-8 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H-9 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200)

(a) Contractor Request and Government Approval of Travel

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

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel

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(5) Name(s) of individual(s) traveling and;

(6) A breakdown of estimated travel and per diem charges.

(b) General

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

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

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department

of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

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

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

(c) Per Diem

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

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

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

(6) Definitions:

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

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

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

(a) is self-propelled and licensed to travel on the public highways; (b) is designed to carry passengers or goods; and

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

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

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

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

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles.

Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

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

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles.

Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles. In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles.

Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance 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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H-10 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011) (5252.237-9603)

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

- (i) All types and forms of confidential business information, including financial information relating to a contractor’s pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

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

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

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;
- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute an “Information Access Agreement – Contractor” non-disclosure agreement (see **Attachment 6**), and obtain and submit to the Contracting Officer a signed “Information Access Agreement – Employee” non-disclosure agreement for each employee prior to assignment;
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

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

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

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

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

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Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.
- (c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: [REDACTED]

ADDRESS: 4301 Pacific Highway, San Diego, CA 92110

TELEPHONE: [REDACTED]

E-MAIL: [REDACTED]

H-12 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 Task Order 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 year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

H-13 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999) (5252.209-9206)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law or no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of conflict of interest will result.

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SECTION I CONTRACT CLAUSES

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to -160 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 OPTION TO EXTEND SERVICES (FAR 52.217-8) (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor.

I-3 LIMITATIONS ON SUBCONTRACTING (NOV 2011) (52.219-14)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside. (b) *Applicability*. This clause applies only to-
- (1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;
 - (2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and
 - (3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).
- (c) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for --
- (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

I-4 SUBCONTRACTS – ALTERNATE I (OCT 2010) (52.244-2)

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(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)

(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 is 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) or (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 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 subcontracts:

Any subcontracts not initially proposed that either exceed the Simplified Acquisition Threshold or five percent of the total estimated cost of the Task Order, regardless whether the prime contractor(s) have an approved purchasing system, require the written consent of the Contracting Officer in advance

(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 certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(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 certified 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 certified 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 certified 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 difference between the Contractor’s price objective and the price negotiated; and

(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 a summary of all trade-off possibilities considered.

(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

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estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) 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:

████████████████████

████████████████████

I-5 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010) (252.222-7006)

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

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

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor — (1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

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

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

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in

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accordance with Defense Federal Acquisition.

I-6 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also the full text of a clause may be accessed electronically at this/these site(s):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

The following clauses are incorporated in this Task Order in addition to the clauses included in the Basic Seaport Contract, Section I.

52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.204-2	Security Requirements	AUG 1999
52.204-10	Reporting Executive Compensation and First Tier Subcontract Award	FEB 2012
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.223-18	Contractor Policy to Ban Text Messaging While Driving	AUG 2011
52.232-18	Availability of Funds	APR 1984
52.237-3	Continuity of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.243-3	Changes - Cost Reimbursement (Alternate 1)	APR 1984
52.249-6	Termination (Cost-Reimbursement)	APR 1984
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.204-7000	Disclosure of Information	DEC 1991
252.204-7005	Oral Attestation of Security Responsibility	NOV 2005
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012

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I-7 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES AND EQUIPMENT (AUG 2019)

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

“Covered telecommunications equipment or services”, “Critical technology”, and “Substantial or essential component” have the meanings provided in clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Contractors are not prohibited from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Representation.* The Offeror represents that—

It [] will, [XX] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(d) *Disclosures.* If the Offeror has responded affirmatively to the representation in paragraph (c) of this provision, the Offeror shall provide the following information as part of the offer

(1) All covered telecommunications equipment and services offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable);

(2) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) of this provision;

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, the entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known).

(End of provision)

I-8 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2019)

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

“Covered foreign country” means The People’s Republic of China.

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“Covered telecommunications equipment or services” means–

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

“Critical technology” means–

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-
 - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

“Substantial or essential component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation [4.2104](#).

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(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

(End of Summary of Changes)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement (PWS) dated 27 April 2015

Attachment 2 - Contract Data Requirements Lists (CDRLs)(DD 1423)(CDRLs 001-002)

MSR CDRL A001 - Staffing Plan - Attachment 1

MSR CDRL A001 - Staffing Plan - Attachment 2

Attachment 3 - Quality Assurance Surveillance Plan (QASP) dated 25 March 2015

Attachment 4 - DD 254 dated September 2015

Attachment 5 - Allotment of Funds Revision Spreadsheet

Attachment 6 - Information Access Agreement - Company