

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
153. EFFECTIVE DATE
15-Mar-20174. REQUISITION/PURCHASE REQ. NO.
13006269965. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00039

7. ADMINISTERED BY (If other than Item 6)

CODE S1103A

SPAWAR HQ
4301 Pacific Highway
San Diego CA 92110DCMA ATLANTA
2300 LAKE PARK DRIVE, SUITE 300
SMYRNA GA 30080

SCD: C

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

ATLAS EXECUTIVE CONSULTING, LLC
1535 Hobby Street, Suite 210
North Charleston SC 29405-1956

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-14-D-7630 / N00178-14-D-7630-NS01

10B. DATED (SEE ITEM 13)

21-Sep-2015

CAGE CODE
4BEG6

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)
FAR 52.232-22 – Limitation of Funds (APR 1984)

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

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

SEE PAGE 2

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

15-Mar-2017

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

1. The purpose of this modification is to incrementally fund the below listed CLINs.

2. The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
710105 AK	O&MN,N	0.00	[REDACTED]	[REDACTED]
710106 AL	O&MN,N	0.00	[REDACTED]	[REDACTED]
710107 AM	RDT&E	0.00	[REDACTED]	[REDACTED]

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

3. Sections B and G are modified accordingly.

4. This document provides funding for a severable service contract that crosses fiscal year in compliance with 10 U.S.C. 2410(a). The period of performance is 12 months. The start date is 21 September 2016 and end date is 20 September 2017.

5. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R710	Base Year - Labor (O&MN,N)	1.0	LO	██████████	██████████	
700101	R710	Incremental Funding - ACRN AA 1.1.4 Accounting Op/DTS support (O&MN,N)					
700102	R710	Incremental Funding- ACRN AB 1.1.4 Accounting Operations Support (increase by ██████████ per 1300536511-0001 modification 03) (Add ██████████ per mod 04 PR 1300536511-0002) (Deobligate ██████████ per Mod 7, PR 1300536511-0004) (O&MN,N)					
700103	R710	Incremental Funding - ACRN AC 1.1.4 Accounting Operations Support - MIDS (O&MN,N)					
700104	R710	Incremental Funding - ACRN AD 1.1.4 Accounting Operations Support - PMS (O&MN,N)					
700105	R710	Incremental Funding -ACRN AE 1.1.4 Accounting & DTS Support Services JTNC (Deobligate by ██████████ per Mod 11 PR 1300536511-0005) (Fund Type - OTHER)					
7101	R710	Option Year 1 - Labor (O&MN,N)	1.0	LO	██████████	██████████	
710101	R710	Incremental Funding - ACRN AF 1.1.4 Accounting Operations Support (O&MN,N)					
710102	R710	Incremental Funding - ACRN AG 1.1.4 Accounting Operations Support (O&MN,N)					
710103	R710	Incremental Funding - ACRN AH 1.1.4 Accounting Operations Support (O&MN,N)					
710104	R710	Incremental Funding - ACRN AE 1.1.4 Accounting & DTS Support Svcs-JTNC (Fund Type - OTHER)					
710105	R710	Incremental Funding - ACRN AK 1.1.4 Accounting Ops Spt - MIDS (O&MN,N)					
710106	R710	Incremental Funding - ACRN AL 1.1.4 Accounting Ops Spt - JTNC (O&MN,N)					
710107	R710	Incremental Funding - ACRN AM 1.1.4 Accounting Ops Spt - PEOSUBS (RDT&E)					
7201	R710	Option Year 2 - Labor (O&MN,N)	1.0	LO	██████████	██████████	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Option					
7301	R710	Option Year 3 - Labor (O&MN,N)	1.0	LO	██████████	██████████	
		Option					
7401	R710	Option Year 4 - Labor (O&MN,N)	1.0	LO	██████████	██████████	
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R710	ODC in support of CLIN 7001. Non-fee bearing. G&A only. (O&MN,N)	1.0	LO	██████████
900101	R710	Incremental Funding - ACRN AA 1.1.4 Accounting Op/DTS (O&MN,N)			
9101	R710	ODC in support of CLIN 7101. Non-fee bearing. G&A only. (O&MN,N)	1.0	LO	██████████
910101	R710	Incremental Funding - ACRN AJ 1.1.4 Accounting Operations Support (O&MN,N)			
9201	R710	ODC in support of CLIN 7201. Non-fee bearing. G&A only. (O&MN,N)	1.0	LO	██████████
		Option			
9301	R710	ODC in support of CLIN 7301. Non-fee bearing. G&A only. (O&MN,N)	1.0	LO	██████████
		Option			
9401	R710	ODC in support of CLIN 7401. Non-fee bearing. G&A only. (O&MN,N)	1.0	LO	██████████
		Option			

B-1 ADDITIONAL SLINS

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

B-2 OTHER DIRECT COSTS

It is anticipated that ODCs will consist mainly of travel and incidental material costs. The Government reserves the right to increase the ODC 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 will be non-fee bearing elements subject to Material Handling and G&A Rates only.

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

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 previous periods to another as needed.

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

- (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 cost and fee are as follows:

<u>ITEM(S)</u>	<u>AMOUNT ALLOCATED (COST AND FEE)</u>
7001	██████████
9001	██████████

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7101

[REDACTED]

9101

[REDACTED]

(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 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

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

Work under this contract shall be performed in accordance with **Attachment 1** Performance Work Statement (PWS) and **Exhibits** Contract Data Requirements List (CDRLs) **A001 - A005**.

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

The work to be performed under this contract as delineated in the DD Form 254, **Attachment 3**, involves access to and handling of classified material up to and including [REDACTED]

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

C-4 INFORMATION ASSURANCE (IA)

The contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.

C-5 WORKWEEK (DEC 1999) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders.

Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July

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Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

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

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

C-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.

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(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 KEY PERSONNEL (DEC 1999) (5252.237-9601)

(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.

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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
██████████	██████████

(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.

C-9 PERSONNEL QUALIFICATION REQUIREMENTS

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel, including specified key personnel. The Contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The Contractor is responsible for ensuring the accuracy of the information contained in the resumes. The Government reserves the right to review all resumes of proposed personnel. Personnel proposed for performance under this contract should demonstrate the following desired qualifications and experience:

Program Manager: (1) an applicable Bachelor's Degree in Accounting, Finance Management, or other financial related field such as Business Administration or Public Administration that included or was supplemented by 24 semester hours in accounting, or a degree of Bachelor of Science in Management Science with a minor in Accounting is acceptable, if the degree was supplemented by 24 semester hours in accounting (2) two years of experience in related PWS task areas or applicable managerial work experience, (3) one year of specialized experience related to in depth knowledge of tasks for SPAWAR, DON, DoD procedures, processes, systems and organizations, and (4) experience in preparing training materials and providing formal training.

C-10 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. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories:

LABOR CATEGORY	OFFEROR'S CORRESPONDING LABOR CATEGORY
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Program/Task Manager	[REDACTED]
Sr Financial Analyst	[REDACTED]
Mid Financial Analyst	[REDACTED]
Jr Financial Analyst	[REDACTED]
Sr Budget Analyst	[REDACTED]
Sr Customer Support Specialist	[REDACTED]
Jr Customer Support Specialist	[REDACTED]
Admin	[REDACTED]

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SECTION D PACKAGING AND MARKING

See Section G - Contracting Officer's Representative

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

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SECTION E INSPECTION AND ACCEPTANCE

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

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative 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	9/21/2015 - 9/20/2016
7101	9/21/2016 - 9/20/2017
9001	9/21/2015 - 9/20/2016
9101	9/21/2016 - 9/20/2017

CLIN - DELIVERIES OR PERFORMANCE

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

7001	9/21/2015 - 9/20-2016
9001	9/21/2015 - 9/20/2016

Option 1

7101	9/21/2016 - 9/20/2017
9101	9/21/2016 - 9/20/2017

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

7201	9/21/2017 - 9/20/2018
7301	9/21/2018 - 9/20/2019
7401	9/21/2019 - 9/20/2020
9201	9/21/2017 - 9/20/2018
9301	9/21/2018 - 9/20/2019
9401	9/21/2019 - 9/20/2020

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 extend the Basic Contract period of performance is extended.

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

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 PAYMENT INSTRUCTIONS - LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (252.204-0002) (SEP 2009)

The payment office shall make payments from each ACRN in accordance with the amounts invoiced by CLIN/SLIN/ACRN as referenced on the Contractor's invoice.

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

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

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

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). Cost Voucher

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

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

(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*

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<u>Field Name in WAWF</u>	<u>Data to be Entered in WAWF</u>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00039
Admin DoDAAC	S1103A
Inspect by DoDAAC	N00039
Ship to Code	See Section D
Ship from Code	See Section D
Mark for Code	See Section D
Service Approver (DoDAAC)	N00039
Service Accetpr (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 payment requests 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 E-mail Notifications" field of WAWF once a document is submitted in the system.

Send Additional E-mail Notification to:

[REDACTED]

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

[REDACTED]

[REDACTED]

[REDACTED]

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Phone: [REDACTED]

E-mail: [REDACTED]

G-6 CONTRACTING OFFICER REPRESENTATIVE (COR)

The SPAWAR Contracting Officer Representative for this Task Order is:

Name: [REDACTED]

Code: [REDACTED]

Address: [REDACTED]

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	1300490502-0001	[REDACTED]
LLA :		
AA 1751804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00003071012		
1.1.4 Accounting Op/DTS support		
CIN 130049050200002		

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900101 1300490502-0001 [REDACTED]
 LLA :
 AA 1751804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00003071012
 1.1.4 Accounting Op/DTS support
 CIN 130049050200002

BASE Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 02

700102 1300536511 [REDACTED]
 LLA :
 AB 1761804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00003165167
 1.1.4 Accounting Operations Support
 CIN 130053651100001
 (Add [REDACTED] per 1300536511-0001 mod 3 CIN 130053651100002: [REDACTED]) (Add
 [REDACTED] per mod 04 PR 1300536511-0002 CIN 130053651100003: [REDACTED])
 (Deobligate [REDACTED] per Mod 7, PR 1300536511-0004)

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

700102 1300536511 [REDACTED]
 LLA :
 AB 1761804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00003165167
 1.1.4 Accounting Operations Support
 CIN 130053651100001
 (Add [REDACTED] per 1300536511-0001 mod 3 CIN 130053651100002: [REDACTED]) (Add
 [REDACTED] per mod 04 PR 1300536511-0002 CIN 130053651100003: [REDACTED])
 (Deobligate [REDACTED] per Mod 7, PR 1300536511-0004)

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

700102 1300536511 [REDACTED]
 LLA :
 AB 1761804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00003165167
 1.1.4 Accounting Operations Support
 CIN 130053651100001
 (Add [REDACTED] per 1300536511-0001 mod 3 CIN 130053651100002: [REDACTED]) (Add
 [REDACTED] per mod 04 PR 1300536511-0002 CIN 130053651100003: [REDACTED])
 (Deobligate [REDACTED] per Mod 7, PR 1300536511-0004)

700103 1300536511-0002 [REDACTED]
 LLA :
 AC 1761804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A10003165167
 1.1.4 Accounting Operations Support - MIDS
 CIN 130053651100004: [REDACTED]

700104 1300536511 [REDACTED]
 LLA :
 AD 1761804 DC3C 310 41756 0 068941 2D 000000 COST CODE: E90030091000
 1.1.4 Accounting Operations Support - PMS
 CIN 130053651100005: [REDACTED]

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

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700105 1300536511-0003 [REDACTED]
 LLA :
 AE 2116172040 A5X EH655 0 30EA8F PM M25500 010832550A00 26515148 021001
 Standard Number: 18032550
 1.1.4 Accounting & DTS Support Services JTNC
 CIN 130053651100006: [REDACTED]
 (Deobligate by [REDACTED] per Mod 11 PR 1300536511-0005)

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

700102 1300536511 [REDACTED]
 LLA :
 AB 1761804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00003165167
 1.1.4 Accounting Operations Support
 CIN 130053651100001
 (Add [REDACTED] per 1300536511-0001 mod 3 CIN 130053651100002: [REDACTED]) (Add
 [REDACTED] per mod 04 PR 1300536511-0002 CIN 130053651100003: [REDACTED])
 (Deobligate [REDACTED] per Mod 7, PR 1300536511-0004)

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

710101 1300593036 [REDACTED]
 LLA :
 AF 1761804 5T1M 251 00039 0 050120 2D 000000 COST CODE: A00003586765
 1.1.4 Accounting Operations Support
 CIN 130059303600001

MOD 08 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 09

710102 1300599693 [REDACTED]
 LLA :
 AG 1761804 5T1M 251 00039 0 050120 2D 000000 COST CODE: A00003633220
 1.1.4 Accounting Operations Support
 CIN 130059969300001

MOD 09 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 10

710103 1300602611 [REDACTED]
 LLA :
 AH 1761804 5T1M 251 00039 0 050120 2D 000000 COST CODE: A00003656822
 1.1.4 Accounting Operations Support
 CIN 130060261100001

MOD 10 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 11

700105 1300536511-0003 [REDACTED]
 LLA :
 AE 2116172040 A5X EH655 0 30EA8F PM M25500 010832550A00 26515148 021001
 Standard Number: 18032550

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1.1.4 Accounting & DTS Support Services JTNC

CIN 130053651100006: [REDACTED]
(Deobligate by [REDACTED] per Mod 11 PR 1300536511-0005)

710104 1300536511-0005 [REDACTED]
LLA :
AE 2116172040 A5X EH655 0 30EA8F PM M25500 010832550A00 26515148 021001
Standard Number: 10832550
1.1.4 Accounting & DTS Support Svcs-JTNC
CIN 130053651100010

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

910101 1300604166 [REDACTED]
LLA :
AJ 1771804 5T1M 251 00039 0 050120 2D 000000 COST CODE: A00003678252
1.1.4 Accounting Operations Support
CIN 130060416600001

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14 Funding 0.00
Cumulative Funding [REDACTED]

MOD 15

710105 1300626996 [REDACTED]
LLA :
AK 1771804 5U7N 251 00039 0 050120 2D 000000 COST CODE: A00003864891
1.1.4 Accounting Ops Spt - MIDS
CIN 130062699600001:

710106 1300626996 [REDACTED]
LLA :
AL 2117182040 A5X EH655 0 30EA8F PM M25500 010992141A00 309871411 021001
Standard Number: Ref Doc#: 10992141
1.1.4 Accounting Ops Spt - JTNC
CIN 130062699600002

710107 1300626996 [REDACTED]
LLA :
AM 1771804 DC3C 252 41756 0 068941 2D 000000 COST CODE: E90032875000
Standard Number: Ref Doc#: N4175617WX50218
1.1.4 Accounting Ops Spt - PEOSUBS
CIN 130062699600003:

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

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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 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-4 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

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potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the Offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

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

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

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

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not 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

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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 4.

H-5 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:

- (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

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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-6 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-7 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H-8 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
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

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(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

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

(d) Transportation

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

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

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

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

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

(6) Definitions:

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

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

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- (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 ($45 + 67 + 12 - 24 = 100$).

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

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

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

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

H-9 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

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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 4**), 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

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Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

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-12 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 completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I-2 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-3 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)

“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.

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(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 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).

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(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-4 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—

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(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 accordance with Defense Federal Acquisition.

I-5 52.222-2 Payment for Overtime Premiums.

As prescribed in [22.103-5\(b\)](#), insert the following clause:

Payment for Overtime Premiums (July 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [REDACTED] or the overtime premium is paid for work-

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

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 give 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
52.204-10	Reporting Executive Compensation and First Tier Subcontract Award	FEB 2012
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.211-7013	Rights in Technical Data - Noncommercial Items	JUN 2013
252-227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAY 2013
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement (PWS) for SPAWAR 1.0 Comptroller Support Services, dated 14 April 2015

Attachment 2 - Quality Assurance Surveillance Plan (QASP), dated 15 April 2015

Attachment 3 - DD Form 254, dated 17 September 2015

Attachment 4 - Information Access Agreement - Company

Exhibit A - Contract Data Requirements Lists (CDRLs) (DD1423) - CDRLs A001-A005

CDRL A001 - Attachment 1 - Performance Status

CDRL A001 - Attachment 2 - Personnel Status/Staffing Plan

CDRL A001 - Attachment 3 - Financial Status

CDRL A002 - Attachment 1 - Tri-Annual Review Brief

CDRL A002 - Attachment 2 - Budget Submission Office Summary Report

CDRL A002 - Attachment 3 - Interim Status

CDRL A003 - Attachment 1 - Tri Annual Review Monthly Excess Report