

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 27-Jan-2011	4. REQUISITION/PURCHASE REQ. NO. 1300191823		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 clayton.r.thomas@navy.mil 619-524-2730	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
Booz Allen Hamilton, Inc  
8283 Greensboro Drive  
McLean VA 22102

CAGE CODE 17038	FACILITY CODE 006928857	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-NS33
		10B. DATED (SEE ITEM 13) 01-Oct-2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103( b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor  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) Sandra Jones, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Sandra Jones (Signature of Contracting Officer)	16C. DATE SIGNED 27-Jan-2011
(Signature of person authorized to sign)			

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to:

- 1.) Provide incremental funding in the amount in the amount of [REDACTED] as shown below in Table #1.

Accordingly, said Task Order is modified as follows:

- 1.) 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 (\$)
4001/01/AA	O&MN,N	[REDACTED]		
4001/02/AB	O&MN,N	[REDACTED]		
6001/01/AC	O&MN,N	[REDACTED]		

- 2.) The total value of the order is hereby increased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

- 3.) Modify sections B and G accordingly.

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 1 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	BASE YEAR - TOTAL HOURS - 5,218 (O&MN,N)		1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	-% [REDACTED]
400101	Incremental Funding ACRN - AA (O&MN,N)					
400102	Incremental Funding ACRN - AB (O&MN,N)					
4101	OPTION YEAR ONE - TOTAL HOURS - 5,218 (O&MN,N) Option		1.0 Lot	-% [REDACTED]	-% [REDACTED]	-% [REDACTED]
4201	OPTION YEAR TWO - TOTAL HOURS - 5,218 (O&MN,N) Option		1.0 Lot	-% [REDACTED]	-% [REDACTED]	-% [REDACTED]
4301	OPTION YEAR THREE - TOTAL HOURS - 5,218 (O&MN,N) Option		1.0 Lot	-% [REDACTED]	-% [REDACTED]	-% [REDACTED]

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6001	BASE YEAR - OTHER DIRECT COSTS and TRAVEL (O&MN,N)		1.0 Lot	\$ [REDACTED]
600101	Incremental Funding ACRN - AC (O&MN,N)			
6101	OPTION YEAR ONE - OTHER DIRECT COSTS and TRAVEL (O&MN,N) Option		1.0 Lot	\$ [REDACTED]
6201	OPTION YEAR TWO - OTHER DIRECT COSTS and TRAVEL (O&MN,N) Option		1.0 Lot	\$ [REDACTED]
6301	OPTION YEAR THREE - OTHER DIRECT		1.0 Lot	\$ [REDACTED]

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 2 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

COSTS and TRAVEL  
(O&MN,N)  
Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	OPTION YEAR FOUR - TOTAL HOURS - 5,218 (O&MN,N) Option	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
9001	OPTION YEAR FOUR - OTHER DIRECT COSTS and TRAVEL (O&MN,N) Option	1.0 Lot	\$ [REDACTED]

**B-1 ADDITIONAL SLINS**

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

**B-2 OTHER DIRECT COSTS**

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

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

(a) Total Estimated Hours.

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

(b) Computation of Fee.

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

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 3 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 [REDACTED] 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	4001	[REDACTED]	[REDACTED]
OPTION I	4101	[REDACTED]	[REDACTED]
OPTION II	4201	[REDACTED]	[REDACTED]
OPTION III	4301	[REDACTED]	[REDACTED]
OPTION IV	7001	[REDACTED]	[REDACTED]

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-4    LIMITATION OF LIABILITY - INCREMENTAL FUNDING**

(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 ALLOTTED (COST AND FEE)</u>
4001	\$ [REDACTED]
6001	\$ [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 the total amounts allotted for cost and fee, and the CLINs covered thereby.

(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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 4 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

### C-2 QUALITY ASSURANCE PLAN

(1) **Objective:** The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

#### (2) Performance Standards:

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

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

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

#### (4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 5 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.**

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including the Secret level..

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.**

**The contractor shall follow SECNAVINST 5239.3A of 20 Dec 2004 & DoD 8500.2 of 6 Feb 2003 when performing IA tasks orders.**

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 6 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

<b>Columbus Day</b>	<b>Second Monday in October</b>
<b>Veteran's Day</b>	<b>11 November</b>
<b>Thanksgiving Day</b>	<b>Fourth Thursday in November</b>
<b>Christmas Day</b>	<b>25 December</b>

**(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.**

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 7 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

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

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

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

36 C.F.R. § 1194.23 (Telecommunications products)

36 C.F.R. § 1194.24 (Video and multimedia products)

36 C.F.R. § 1194.25 (Self contained, closed products)

36 C.F.R. § 1194.26 (Desktop and portable computers)

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

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

#### **C-8 LABOR CATEGORY IDENTIFICATION**

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 8 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

**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 table:**

Labor Category	Offeror Corresponding Labor Category
Information Technology Specialist	[REDACTED]
Jr. Information Technology Specialist	[REDACTED]
Technical Writer	[REDACTED]

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 9 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION D PACKAGING AND MARKING**

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

See Section G – Task Order Manager

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 10 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 11 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

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

#### CLIN – DELIVERIES OR PERFORMANCE

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

#### BASE PERIOD:

4001 1 October 2010 – 30 September 2011

6001 1 October 2010 – 30 September 2011

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

#### OPTION 1:

4101 1 October 2011 – 30 September 2012

6101 1 October 2011 – 30 September 2012

#### OPTION 2:

4201 1 October 2012 – 30 September 2013

6201 1 October 2012 – 30 September 2013

#### OPTION 3:

4301 1 October 2013 – 30 September 2014

6301 1 October 2013 – 30 September 2014

#### OPTION 4:

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 12 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7001 1 October 2014 – 30 September 2015

9001 1 October 2014 – 30 September 2015

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 13 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15<sup>th</sup> of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

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

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

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

There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice. Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), **and** the specific ACRN. Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. **The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS.** The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 14 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)**

This is a Cost Plus Fixed Fee - Level of Effort (TERM) task order.

**G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)**

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

(b) The vendor shall have their CAGE Code activated by calling 1 -866-618-5988 and selecting Option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1 -800-559-9293.

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

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

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

(f) The contractor shall use the following document type, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S2404A
Inspector DODAAC (if applicable)	N00039 (Janine LaBastille)
Acceptor DODAAC:	N00039 (Janine LaBastille)
**LPO DODAAC: only applies to DFAS beginning with "N",	

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 15 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DODAAC:	HAA47F
Service Approver DODAAC:	N00039
PAY DODAAC:	HQ0338

\*\*MOCAS begins with HQ – then do not need LPO. If beginning with “N”, enter that code number. If not, leave blank.

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

Send Additional Email Notification To:
<a href="mailto:janine.labastille@navy.mil">janine.labastille@navy.mil</a>

## G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Brad Vetting  
Code: SPAWAR 2.0B  
Address: 4301 Pacific Highway, San Diego CA 92110  
Phone: (619) 524-7598  
E-Mail: [Brad.vetting@navy.mil](mailto:Brad.vetting@navy.mil)

## G-6 TASK ORDER MANAGER

The SPAWAR Task Order Manager for this Task Order is:

Name: Janine LaBastille  
Code: 8.3  
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CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 17 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

### **H-2 DATA RIGHTS**

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 18 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

#### **H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (SPAWAR H-359)**

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

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

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 19 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (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 Contractor to SPAWAR Non-Disclosure Agreement, see Section J, Attachment 8.**

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

- (a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:
- (1) Planning phase.
  - (2) Defense Planning Guidance.
  - (3) Programming Phase.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 20 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 21 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

**STATEMENT OF NONDISCLOSURE OF PPBS DATA**

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

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

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

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

(1) Terminate the contract for default in accordance with FAR § 52.249 -6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249 -8 ("Default (Fixed-Price Supply and Service")

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 22 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **H-7 TECHNICAL INSTRUCTIONS**

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

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

## **H-8 ORGANIZATIONAL CONFLICT OF INTEREST**

The HQ C-2-0037 Organizational Conflict of Interest (NAVSEA) (JUL 2000) clause in the basic SeaPort IDIQ contract is incorporated in this task order by reference.

## **H-9 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 23 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **H-10 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including —

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01 -M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

## **H-11 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 24 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 25 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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;

(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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 26 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 27 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

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

**(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR ON OR BEFORE THE EXPIRATION OF THE TASK ORDER.**

**(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 SUBCONTRACT (FAR 52.244-2) (JUN 2007)**

**(A) DEFINITIONS. AS USED IN THIS CLAUSE—**

**“APPROVED PURCHASING SYSTEM” MEANS A CONTRACTOR’S PURCHASING SYSTEM THAT HAS BEEN REVIEWED AND APPROVED IN ACCORDANCE WITH PART 44 OF THE FEDERAL ACQUISITION REGULATION (FAR)**

**“CONSENT TO SUBCONTRACT” MEANS THE CONTRACTING OFFICER’S WRITTEN CONSENT FOR THE CONTRACTOR TO ENTER INTO A PARTICULAR SUBCONTRACT.**

**“SUBCONTRACT” MEANS ANY CONTRACT, AS DEFINED IN FAR SUBPART 2.1, ENTERED INTO BY A SUBCONTRACTOR TO FURNISH SUPPLIES OR SERVICES FOR PERFORMANCE OF THE PRIME CONTRACT OR A SUBCONTRACT. IT INCLUDES, BUT 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—**

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 28 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**(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:**

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**(E)(1) THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER REASONABLY IN ADVANCE OF PLACING ANY SUBCONTRACT OR MODIFICATION THEREOF FOR WHICH CONSENT IS REQUIRED UNDER PARAGRAPH (B), (C), OR (D) OF THIS CLAUSE, INCLUDING THE FOLLOWING INFORMATION:**

**(I) A DESCRIPTION OF THE SUPPLIES OR SERVICES TO BE SUBCONTRACTED.**

**(II) IDENTIFICATION OF THE TYPE OF SUBCONTRACT TO BE USED.**

**(III) IDENTIFICATION OF THE PROPOSED SUBCONTRACTOR.**

**(IV) THE PROPOSED SUBCONTRACT PRICE.**

**(V) THE SUBCONTRACTOR'S CURRENT, COMPLETE, AND ACCURATE COST OR PRICING DATA AND CERTIFICATE OF CURRENT COST OR PRICING DATA, IF REQUIRED BY OTHER 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 COST OR PRICING DATA WERE OR WERE NOT REQUIRED;**

**(D) THE EXTENT, IF ANY, TO WHICH THE CONTRACTOR DID NOT RELY ON THE**

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 29 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**SUBCONTRACTOR'S COST OR PRICING DATA IN DETERMINING THE PRICE OBJECTIVE AND IN NEGOTIATING THE FINAL PRICE;**

**(E) THE EXTENT TO WHICH IT WAS RECOGNIZED IN THE NEGOTIATION THAT THE SUBCONTRACTOR'S COST OR PRICING DATA WERE NOT ACCURATE, COMPLETE, OR CURRENT; THE ACTION TAKEN BY THE CONTRACTOR AND THE SUBCONTRACTOR; AND THE EFFECT OF ANY SUCH DEFECTIVE DATA ON THE TOTAL PRICE NEGOTIATED;**

**(F) THE REASONS FOR ANY SIGNIFICANT 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.**

**(2) THE CONTRACTOR IS NOT REQUIRED TO NOTIFY THE CONTRACTING OFFICER IN ADVANCE OF ENTERING INTO ANY SUBCONTRACT FOR WHICH CONSENT IS NOT REQUIRED UNDER PARAGRAPH (B), (C), OR (D) OF THIS CLAUSE.**

**(F) UNLESS THE CONSENT OR APPROVAL SPECIFICALLY PROVIDES OTHERWISE, NEITHER CONSENT BY THE CONTRACTING OFFICER TO ANY SUBCONTRACT NOR APPROVAL OF THE CONTRACTOR'S PURCHASING SYSTEM SHALL CONSTITUTE A DETERMINATION -**

**(1) OF THE ACCEPTABILITY OF ANY SUBCONTRACT TERMS OR CONDITIONS;  
(2) OF THE ALLOWABILITY OF ANY COST UNDER THIS CONTRACT; OR  
(3) TO RELIEVE THE CONTRACTOR OF ANY RESPONSIBILITY FOR PERFORMING THIS CONTRACT.**

**(G) NO SUBCONTRACT OR MODIFICATION THEREOF PLACED UNDER THIS CONTRACT SHALL PROVIDE FOR PAYMENT ON A COST-PLUS-A-PERCENTAGE-OF-COST BASIS, AND ANY FEE PAYABLE UNDER COST-REIMBURSEMENT TYPE SUBCONTRACTS SHALL NOT EXCEED THE FEE LIMITATIONS IN FAR 15.404-4(C)(4) (I).**

**(H) THE CONTRACTOR SHALL GIVE THE CONTRACTING OFFICER IMMEDIATE WRITTEN NOTICE OF ANY ACTION OR SUIT FILED AND PROMPT NOTICE OF ANY CLAIM MADE AGAINST THE CONTRACTOR BY ANY SUBCONTRACTOR OR VENDOR THAT, IN THE OPINION OF THE CONTRACTOR, MAY RESULT IN LITIGATION RELATED IN ANY WAY TO THIS CONTRACT, WITH RESPECT TO WHICH THE CONTRACTOR MAY BE ENTITLED TO REIMBURSEMENT FROM THE GOVERNMENT.**

**(I) THE GOVERNMENT RESERVES THE RIGHT TO REVIEW THE CONTRACTOR'S PURCHASING SYSTEM AS SET FORTH IN FAR SUBPART 44.3.**

**(J) PARAGRAPHS (C) AND (E) OF THIS CLAUSE DO NOT APPLY TO THE FOLLOWING SUBCONTRACTS, WHICH WERE EVALUATED DURING NEGOTIATIONS: \_**

**(TO BE PROVIDED AT TIME OF AWARD)**

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 30 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

***ALTERNATE I***

**(E)(2) IF THE CONTRACTOR HAS AN APPROVED PURCHASING SYSTEM AND CONSENT IS NOT REQUIRED UNDER PARAGRAPH (C) OR (D) OF THIS CLAUSE, THE CONTRACTOR NEVERTHELESS SHALL NOTIFY THE CONTRACTING OFFICER REASONABLY IN ADVANCE OF ENTERING INTO ANY (I) COST-PLUS-FIXED-FEE SUBCONTRACT, OR (II) FIXED-PRICE SUBCONTRACT THAT EXCEEDS EITHER THE SIMPLIFIED ACQUISITION THRESHOLD OR 5 PERCENT OF THE TOTAL ESTIMATED COST OF THIS CONTRACT. THE NOTIFICATION SHALL INCLUDE THE INFORMATION REQUIRED BY PARAGRAPHS (E)(1)(I) THROUGH (E)(1)(IV) OF THIS CLAUSE.**

**I-3 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (252.222-7999) (FEB 2010)**

**(A) DEFINITIONS.**

**“COVERED SUBCONTRACT,” AS USED IN THIS CLAUSE, MEANS ANY SUBCONTRACT, EXCEPT A SUBCONTRACT FOR THE ACQUISITION OF COMMERCIAL ITEMS OR COMMERCIALY AVAILABLE OFF-THE-SHELF ITEMS, THAT IS IN EXCESS OF \$L MILLION AND USES FISCAL YEAR 2010 FUNDS.**

**(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 ANY CLAIM UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 OR 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 ANY CLAIM UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964 OR 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**

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 31 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**(2) CERTIFIES, BY SIGNATURE OF THE CONTRACT, FOR CONTRACTS AWARDED AFTER JUNE 17, 2010, THAT IT REQUIRES EACH COVERED SUBCONTRACTOR TO AGREE NOT TO ENTER INTO, AND NOT TO TAKE ANY ACTION TO ENFORCE ANY PROVISION OF ANY 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) TO THE CONTRACTOR OR A PARTICULAR SUBCONTRACTOR FOR THE PURPOSES OF THE CONTRACT OR A PARTICULAR SUBCONTRACT IF THE SECRETARY OR THE DEPUTY SECRETARY PERSONALLY DETERMINES THAT THE WAIVER IS NECESSARY TO AVOID HARM TO NATIONAL SECURITY INTERESTS OF THE UNITED STATES, AND THAT THE TERM OF THE CONTRACT OR SUBCONTRACT IS NOT LONGER THAN NECESSARY TO AVOID SUCH HARM. THIS DETERMINATION WILL BE MADE PUBLIC NOT LESS THAN 15 BUSINESS DAYS BEFORE THE CONTRACT OR SUBCONTRACT ADDRESSED IN THE DETERMINATION MAY BE AWARDED.**

**I-4 CONTINUATION OF MISSION ESSENTIAL FUNCTIONS (252.237-7023) (MAR 2010)**

**(A) THE GOVERNMENT HAS IDENTIFIED ALL OR A PORTION OF THE CONTRACTOR SERVICES PERFORMED UNDER THIS CONTRACT AS ESSENTIAL CONTRACTOR SERVICES IN SUPPORT OF MISSION ESSENTIAL FUNCTIONS. THE CONTRACTOR-PROVIDED SERVICES THAT HAVE BEEN DETERMINED TO BE ESSENTIAL CONTRACTOR SERVICES IN SUPPORT OF MISSION-ESSENTIAL FUNCTIONS ARE LISTED IN ATTACHMENT 1.**

**(B) THE CONTRACTOR SHALL PROVIDE A WRITTEN PLAN FOR CONTINUING THE PERFORMANCE OF ESSENTIAL CONTRACTOR SERVICES IDENTIFIED IN PARAGRAPH (A) THIS SECTION DURING A CRISIS.**

**(1) THE CONTRACTOR SHALL IDENTIFY IN THE PLAN THE PROVISIONS MADE FOR THE ACQUISITION OF ESSENTIAL PERSONNEL AND RESOURCES, IF NECESSARY, FOR CONTINUITY OF OPERATIONS FOR UP TO 30 DAYS OR UNTIL NORMAL OPERATIONS CAN BE RESUMED;**

**(2) THE PLAN MUST, AT A MINIMUM, ADDRESS—**

**(I) CHALLENGES ASSOCIATED WITH MAINTAINING ESSENTIAL CONTRACTOR SERVICES DURING AN EXTENDED EVENT, SUCH AS A PANDEMIC THAT OCCURS**

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 32 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**IN REPEATED WAVES;**

**(II) THE TIME LAPSE ASSOCIATED WITH THE INITIATION OF THE ACQUISITION OF ESSENTIAL PERSONNEL AND RESOURCES AND THEIR ACTUAL AVAILABILITY ON SITE;**

**(III) THE COMPONENTS, PROCESSES, AND REQUIREMENTS FOR THE IDENTIFICATION, TRAINING, AND PREPAREDNESS OF PERSONNEL WHO ARE CAPABLE OF RELOCATING TO ALTERNATE FACILITIES OR PERFORMING WORK FROM HOME;**

**(IV) ANY ESTABLISHED ALERT AND NOTIFICATION PROCEDURES FOR MOBILIZING IDENTIFIED “ESSENTIAL CONTRACTOR SERVICE” PERSONNEL; AND**

**(V) THE APPROACH FOR COMMUNICATING EXPECTATIONS TO CONTRACTOR EMPLOYEES REGARDING THEIR ROLES AND RESPONSIBILITIES DURING A CRISIS.**

**(3) THE CONTRACTOR SHALL MAINTAIN AND UPDATE ITS PLAN AS NECESSARY AND ADHERE TO ITS REQUIREMENTS THROUGHOUT THE CONTRACT TERM. THE CONTRACTOR SHALL NOT MATERIALLY ALTER THE PLAN WITHOUT THE CONTRACTING OFFICER’S CONSENT.**

**(4) AS DIRECTED BY THE CONTRACTING OFFICER, THE CONTRACTOR SHALL PARTICIPATE IN TRAINING EVENTS, EXERCISES, AND DRILLS ASSOCIATED WITH GOVERNMENT EFFORTS TO TEST THE EFFECTIVENESS OF CONTINUITY OF OPERATIONS PROCEDURES AND PRACTICES.**

**(C) IN THE EVENT THE CONTRACTOR ANTICIPATES NOT BEING ABLE TO PERFORM ANY OF THE ESSENTIAL CONTRACTOR SERVICES IDENTIFIED IN PARAGRAPH (A) OF THIS SECTION DURING A CRISIS SITUATION, THE CONTRACTOR SHALL NOTIFY THE CONTRACTING OFFICER OR OTHER DESIGNATED REPRESENTATIVE AS EXPEDITIOUSLY AS POSSIBLE AND USE ITS BEST EFFORTS TO COOPERATE WITH THE GOVERNMENT IN THE GOVERNMENT’S EFFORTS TO MAINTAIN THE CONTINUITY OF OPERATIONS.**

**(D) THE GOVERNMENT RESERVES THE RIGHT IN SUCH CRISIS SITUATIONS TO USE FEDERAL EMPLOYEES OF OTHER AGENCIES OR CONTRACT SUPPORT FROM OTHER CONTRACTORS OR TO ENTER INTO NEW CONTRACTS FOR ESSENTIAL CONTRACTOR SERVICES. ANY NEW CONTRACTING EFFORTS WOULD BE CONDUCTED IN ACCORDANCE WITH OFPP LETTER, “EMERGENCY ACQUISITIONS” MAY 2007 AND FAR AND DFARS SUBPARTS 18 AND 218, RESPECTIVELY, OR ANY OTHER SUBSEQUENT EMERGENCY GUIDANCE ISSUED.**

**(E) CHANGES. THE CONTRACTOR SHALL SEGREGATE AND SEPARATELY IDENTIFY ALL COSTS INCURRED IN CONTINUING PERFORMANCE OF ESSENTIAL SERVICES IN A CRISIS SITUATION. THE CONTRACTOR SHALL**

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 33 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**NOTIFY THE CONTRACTING OFFICER OF AN INCREASE OR DECREASE IN COSTS WITHIN NINETY DAYS AFTER CONTINUED PERFORMANCE HAS BEEN DIRECTED BY THE CONTRACTING OFFICER, OR WITHIN ANY ADDITIONAL PERIOD THAT THE CONTRACTING OFFICER APPROVES IN WRITING, BUT NOT LATER THAN THE DATE OF FINAL PAYMENT UNDER THE CONTRACT. THE CONTRACTOR'S NOTICE SHALL INCLUDE THE CONTRACTOR'S PROPOSAL FOR AN EQUITABLE ADJUSTMENT AND ANY DATA SUPPORTING THE INCREASE OR DECREASE IN THE FORM PRESCRIBED BY THE CONTRACTING OFFICER. THE PARTIES SHALL NEGOTIATE AN EQUITABLE PRICE ADJUSTMENT TO THE CONTRACT PRICE AS SOON AS IS PRACTICABLE AFTER RECEIPT OF THE CONTRACTOR'S PROPOSAL.**

(F) THE CONTRACTOR SHALL INCLUDE THE SUBSTANCE OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (F), IN SUBCONTRACTS FOR THE ESSENTIAL SERVICES.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS33	AMENDMENT/MODIFICATION NO. 01	PAGE 34 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION J LIST OF ATTACHMENTS

Attachment 1 PWS

Attachment\_2\_CDRL\_A001

CDRL\_A001\_Attachment\_1

CDRL\_A001\_Attachment\_2

CDRL\_A001\_Attachment\_3

Attachment\_3\_DD254