

2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 04-Mar-2014	4. REQUISITION/PURCHASE REQ. NO. 13002492130005	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66001	7. ADMINISTERED BY (If other than Item 6) CODE	S0107A

SPAWAR Systems Center, Pacific
53560 Hull Street
San Diego CA 92152-5001
robert.b.jones1@navy.mil 215-214-8014

DCMA HUNTSVILLE
1040 Research Blvd Ste 100
Madison AL 35758-2040

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) QINETIQ North America, Inc 890 Explorer Blvd. Huntsville AL 92056-2695		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4096-7N02 10B. DATED (SEE ITEM 13) 05-Mar-2009
CAGE CODE 59PM9	FACILITY CODE	[X]

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) Unilateral IAW FAR 52.232-22

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) Larry D Hartpence, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED 04-Mar-2014
(Signature of person authorized to sign)	BY /s/Larry D Hartpence (Signature of Contracting Officer)

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GENERAL INFORMATION

This modification incrementally funds the task order. See the following page(s). A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
430103	Fund Type - OTHER	[REDACTED]	[REDACTED]	[REDACTED]

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

Option Year IV is incrementally funded. The amount currently available for payment and allotted to Option Year IV is limited to [REDACTED]. Of this amount, [REDACTED] is allotted to cost, and [REDACTED] is allotted to fee. It is estimated that these funds will cover the cost of performance through 04 March 2014. Subject to the provisions of the clause entitled "Limitation of Funds (FAR 52.232-22) of Section I of the basic contract, no legal liability on the part of the Government for payment in excess of \$ [REDACTED] shall arise unless additional funds are incorporated by a modification to this task order.

The unfunded balance of Option Year IV (CLIN 4301) is \$ [REDACTED].

The unfunded balance of Option Year IV (CLIN 6301) is \$ [REDACTED].

Note: This incremental funding action is exclusively for Option Year IV.

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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
1001	J070	Service IAW PWS (Base Period) (TBD) (Fund Type - OTHER)	1.0	LO	\$9 [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3001	J070	Service IAW PWS (Base Period) (TBD) (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	J070	Service IAW PWS (Option I) (TBD) (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
400101	J070	Funding for Option Year I; period 5 March 2010 - 4 March 2011 (Fund Type - OTHER)					
4101	J070	Service IAW PWS (Option II) (TBD) (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
410101	J070	Incremental Funding for Option Year II 05 Mar 2011 through 04 Mar 2012 (Fund Type - OTHER)					
410102	J070	Incremental Funding for					

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Option Year II 05
Mar 2011 through
04 Mar 2012 (Fund
Type - OTHER)

410103 J070 Incremental
Funding for
Option Year II 05
Mar 2011 (Fund
Type - OTHER)

4201	J070	Service IAW PWS (Option III) (TBD) (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
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420101 J070 Incremental
Funding for
Option Year III
(Fund Type -
OTHER)

420102 J070 Incremental
Funding for
Option Year III
(Fund Type -
OTHER)

4301	J070	Service IAW PWS (Option IV) (TBD) (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
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430101 J070 Incremental
Funding for
Option Year IV 05
Mar 2013 through
04 Mar 2014 (Fund
Type - OTHER)

430102 J070 Incremental
Funding for
Option Year IV 05
Mar 2013 through
04 Mar 2014 (Fund
Type - OTHER)

430103 J070 Incremental
Funding for
Option Year IV 05
Mar 2013 through
04 Mar 2014 (Fund
Type - OTHER)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6001	J070	Service IAW PWS (Option I) (TBD) (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]
600101	J070	Funding for Option Year I; period 5 March 2010 - 4 March 2011 (Fund Type - OTHER)			
6101	J070	Service IAW PWS (Option II) (TBD) (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]
610101	J070	Incremental Funding for Option Year II 05 Mar 2011 through 04 Mar 2012 (Fund Type - OTHER)			
6201	J070	Service IAW PWS (Option III) (TBD) (Fund Type - OTHER)	1.0	LO	\$ [REDACTED]
620101	J070	Incremental Funding for Option Year III (Fund Type - OTHER)			
620102	J070	Incremental Funding for Option Year III (Fund Type - OTHER)			
6301	J070	Service IAW PWS (Option IV) (TBD) (Fund Type - OTHER)	1.0	LO	[REDACTED]
630101	J070	Incremental Funding for Option Year IV 05 Mar 2013 through 04 Mar 2014 (Fund Type - OTHER)			

B-1 ADDITIONAL SLINS

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

B-2 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989) (5252.216-9200)

FIXED FEE: The Option IV (CLIN 4301) fixed fee is [REDACTED]. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to 6 percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Cost," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

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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 the following performance work statement:

STATEMENT OF WORK

PRODUCT DISTRIBUTION CENTER SERVICES CONTRACT

20 February 2013

1.0 SCOPE

This Statement of Work (SOW) defines the services required for Integrated C2I Engineering Division (C2I) Product Distribution Center (PDC). In accordance with this SOW, contractor shall receive material, position material in the Government owned facility; manage the inventory, and ready material for delivery to the required destinations worldwide.

The Product Distribution Center supports multiple, independent projects within C2I who have a need for PDC services. These projects must track and account for project specific items (independent of other projects). Therefore, there can be no co-mingling of assets.

Although the actual activity level will fluctuate due to user activities and the items stocked, the current activity level is based on an inventory of approximately 3,500 items with roughly 300-450 orders and 150 receipts per month. It is expected that there will be peak months where the receipts and orders will be increased.

The majority of the items handled under this contract are IT systems and components. Material shall range from negligible weight to 1500 pounds and will range in size from 2 inches long by 2 inches wide by 2 inches tall; to 4 feet long by 6 feet wide by 9 feet tall. All material shall also be handled in accordance with the C2I normal operating procedures.

The contractor shall furnish all equipment, labor and other services and/or material identified within this SOW unless otherwise specified as Government furnished equipment (GFE). The contractor shall also be responsible for the movement of materials between and within the various locations that comprise the C2I offices. The Government's acceptance of the contractor's proposed equipment and design and incorporation of these into the contract shall not relieve the contractor from the responsibility to meet the firm requirements of this SOW.

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2.0 TECHNICAL REQUIREMENTS

The following paragraphs identify the tasks within the scope of this contract: This SOW covers the handling of both classified and unclassified hardware and software.

2.1 PDC Operations

The PDC facility shall be operational from 0730 to 1630 hours Monday through Friday except on Federal Holidays. However, when emergency project or program operational needs arise, the contractor may be required to operate the PDC outside the standard business hours and may be required to recall personnel with as little as 2 hours notice. Emergency recalls are expected to happen as often as 2 times per month.

2.2 Inventory Management

The contractor will be responsible for placing received material into inventory, managing the stored inventory in the government facility and removing material from the inventory to be delivered internally, via shuttle runs (on an as needed basis), to other locations within C2I or to be readied for expedited delivery to the required destinations worldwide. The contractor will be required to operate (i.e., data entry, auditing, verification, etc.) the government furnished Inventory Management System consisting of multiple components on GFE computer systems.

2.2.1 Inventory Control

The contractor shall be responsible for storing the materiel in the C2I facility. The contractor shall ensure that the inventory management system contains accurate information at all times. Location accuracy shall be maintained by the contractor to the extent that only one instance of disagreement between the system indicated Part Number in any location and the verified contents of the location occurs per 100 visits to warehouse storage locations. This is equivalent to a required location accuracy of 99 percent. Contractor shall be responsible and accountable for all lost inventory.

At contract start and within forty-five (45) days, the contractor shall complete an inventory audit and verification (i.e. wall-to-wall inventory) with Government oversight. As a minimum, the contractor will annually conduct a complete wall-to-wall inventory and provide a complete wall-to-wall inventory report. Contractor shall be responsible for identifying all lost inventory and may be accountable for that lost inventory under certain circumstances which include not following in place processes and procedures.

2.2.2 Stock Maintenance

The Contractor shall assist owners of the materiel stored with stock maintenance actions including retrieving the items for action and re-stowing them after work is complete. Unless otherwise directed by C2I, the contractor shall rotate identified stock items in order to ensure a "first in first out" (FIFO) rotation. When requested by C2I, serial

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number verification will be required to verify serial numbers on identified items upon receiving and again when the items are shipped. This procedure will require the contractor to open the container, remove the item to verify the serial number and then repackaging the item. If required by the customer/owner of materiel, special marking and labeling including IUID and bar coding shall be provided to satisfy unique customer's requirements. All material handlers shall utilize proper Electro-static discharge procedures when handling electronic equipment.

2.2.3 Minimum Stocking Levels

The contractor shall be capable of identifying minimum stocking levels (MSL) and generating a notification for the C2I POC when the balance falls below the minimum level. In order for the contractor to provide MSL, C2I must provide the contractor an item list that quantifies the minimum levels.

2.2.4 Order Processing

The contractor shall be capable of processing orders received via telephone, E-mail, FAX.

2.2.5 UID/RFID

The contractor may be required to implement UID/RFID for marking and reading locations of material in the PDC. The government will supply all required software, hardware, and consumables for the accomplishment of this effort.

2.3 Material Handling

It is the contractor's responsibility to move all material to/from/within the Production Distribution Center and other locations within the C2I facilities. The contractor will be required to fabricate special and various sized pallets or crates depending upon shipping or PDC requirements. Contractor shall be responsible and accountable for replacement of goods damaged by contractor while handling the materials. The contractor will be qualified to handle hazardous (HAZMAT) and classified material. The contractor will follow DOD Instruction 4715.5 processes for handling Hazardous Material and DOD Instruction 5230.29 for Classified Material. The contractor shall document all HAZMAT and Classified Materials and report their disposition to the government within 1 work week of the action.

2.3.1 Equipment

The contractor shall provide the material handling equipment (MHE) including, but not limited to, forklifts, pallet jacks, conveyors, enclosed vehicles for shuttle runs and/or other equipment necessary for operations within the C2I facility and other C2I local buildings. The contractor shall retain ownership responsibility for this equipment and shall be responsible for maintenance and repair as required.

2.3.2 Material Disposal

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The contractor shall at the direction of the government, disposition all obsolete, beyond economical repair, excess and damaged material to the appropriate the Defense Logistics Agency (DLA) Disposition Services.

2.4 Shipping

2.4.1 Contractor Responsibility for Loading and Unloading

The Contractor shall be responsible for loading and unloading shipments at the Production Distribution Center. This shall include all shoring, blocking, bracing and dunnage.

2.4.2 Transportation

The Contractor shall arrange the transportation of the items from the PDC facility to the required destination. This service shall be provided by the Contractor using current established government shipping procedures. The contractor shall determine economical shipping based on criticality and timeframe as defined by government. The contractor will be required to utilize government designated systems, currently Global Freight Management for scheduling and Power Track for electronic payment in accomplishing this effort. In emergency conditions, the contractor may be required to provide off-site transportation of goods to meet project critical delivery schedules.

2.4.3 Surface Delivery

This service is available for the Continental U.S. (CONUS) destinations and shall represent the primary mode of transportation to the destination. The delivery timeframes for this level of service shall not exceed 7-calendar days. The Contractor shall identify the areas serviced, timeframes and any limitations for this service. For Outside of the Continental U.S. (OCONUS) surface delivery, Contractor shall maintain positive control of any shipment and shall notify C2I POC if a 3rd party shipper becomes involved. The contractor shall track shipments (traceability through final destination) to include all required shipping documents such as, but not limited to:

§ Commercial Bill of Lading

§ Global Freight Management (GFM)

§ USPS

2.4.4 US Customs

To speed the processing of materiel through the customs process, the Contractor may become an agent of the US Government for the purpose of handling shipments for locations OCONUS. The Contractor will be authorized to prepare Government Bills of Lading (GBLs) and any other necessary customs related documents to expedite delivery and avoid paying duties on the materiel being shipped. The contractor will keep abreast

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of all changes made to US Customs laws and procedures and determine best methods to expedite delivery and avoid paying duties.

2.4.5 Pre-Alert for OCONUS Shipments

The Contractor shall transmit documentation electronically to the designated customs officials of foreign countries to alert the Military Customs Inspector who will prepare forms in advance of shipment arrival. This pre-alert document shall contain, at a minimum, the following shipment information: Airway Bill No., Government Bill of Lading No., Pallet No., Ship Date, No. of Pieces, and weight of shipment. This document may be sent via FAX, electronic data transfer or electronic mail.

2.4.6 Shipping

Unless otherwise stated, all shipments shall be processed same day and meet the program's delivery schedule, typically next business day CONUS or 2 business days OCONUS if received by the PDC NLT 2:00 pm. OCONUS shipments (Large Items and Bulk) requires additional handling, which may extend delivery timeframes.

2.4.7 Packaging service

The contractor shall package all items slated for shipment with contractor supplied packing materials. Material will include but is not limited to crating, pallets, boxes, bubble wrap, foam etc.

2.4.8 Transportation Control Number (TCN) Tracking

The Contractor shall provide the capability for tracking shipments by TCN. This capability will allow users to access this information via the Internet or through commercial software.

2.4.9 Misrouted Material

Where materiel is misrouted, the Contractor shall promptly notify the C2I POC and obtain and enact instructions on disposition.

2.5 Receiving

The contractor shall receive, accept, unload and stage all incoming goods for inventory receipt processing. All material shall be tracked and accounted for while in the government facility by the inventory management system.

2.5.1 Material Receipt Forms (MRF):

Generate the MRF form in accordance with government provided standards and procedures. Contractor shall notify program/project originator of material receipt no later than next business day from date of delivery, not start of MRF process. Contractor shall report monthly indicating shipment receipt date of items and when the MRF was

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generated for those items. Receiving data entry requirements shall include data elements such as, but not limited to; Project Part Number, nomenclature, cost, weight, volume, condition code, item manager designator and other codes/information.

2.5.2 Receipt of Goods:

Confirm all receipted goods against a Purchase Order (contract, CC, etc) and vendors shipping documentation (packing lists, container bills or Bills Of Lading) and provide paperwork for payment authority. Reconcile incomplete shipping documentation against packing lists, container bills or Bills Of Lading. Provide partial shipment lists to purchasing/procurement specialist and individual project logistician for tracking purposes. Ensure MRFs indicate partial shipment quantities and when orders are complete.

2.5.3 Returned Equipment:

Upon notification from project personnel, contractor will receive returned material from program/project sites and repaired material from vendors.

2.5.4 Damaged Goods:

When damaged goods are received, the contractor shall document damaged items and shall notify C2I within 1 business day of receipt of goods. C2I will determine disposition of damaged material.

2.5.5 Unique Items:

The contractor shall have a process in place to handle and identify unique items such as vendor owned loaner equipment.

2.6 Quality Assurance

The contractor shall maintain a quality control system to ensure materiel is delivered to the correct destination on time. On a monthly basis, the contractor shall report on the number of shipments, as well as an itemization of late and misrouted shipments.

The contractor shall ensure timely disposition of materiel. The contractor shall track the time from goods receipt to conveyance of the MRF to the designated item manager for disposition determination. The contractor shall track the time from MRF receipt from item manager to final item disposition. On a weekly basis, the contractor shall report on these metrics.

The contractor shall develop and maintain a quality handling process that ensures that goods remain damage free during the handling process. The contractor shall develop and maintain a quality stowage process that ensures the highly pilferable and high value items receive special handling and management. On a monthly basis, the contractor shall report on the number of damaged goods and any special handling required for the previous month.

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3.0 OPERATIONS MANAGEMENT

The contractor shall identify the Operations Manager (OM) as the single point of contact for day-to-day operations. The role may be performed in conjunction with other responsibilities within the contract. The OM shall be responsible for managing the contractor's staff and will retain a brief description of the roles and responsibilities of each member of the staff. The OM will be responsible for coordinating PDC efforts and resolving PDC issues through the identified government PDC lead.

The OM shall ensure that the project is operating within the C2I approved operating procedures and budgetary constraints.

The OM shall attend status meetings and ADHOC meetings as scheduled by the C2I Lead.

As required by C2I, the OM shall maintain a schedule that reflects contractor's ongoing activities and will ensure that the contractor's staff is completing their work on-time. Additionally, specific action items shall be tracked by the OM at the request of the C2I lead.

4.0 PERSONNEL

The contractor shall maintain a qualified staff capable of being cleared to carry out the tasks defined in this statement of work. All personnel shall hold as required appropriate certifications and licenses necessary to operate any and all PDC equipment. Contractor personnel shall be knowledgeable in the proper security procedures, disposition and handling of classified material IAW current C2I procedures. All positions are required to hold a SECRET clearance. Additionally, all contractor personnel are required to be US Citizens due to restricted access requirements at the Government Owned Facility. It is the contractor's responsibility to provide any and all training necessary to carry out the tasks in this SOW.

5.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION (GFE/GFI)

- 1. Material Receipt Forms database**
- 2. Inventory management software and databases**
- 3. FAX machine**
- 4. 6 PC workstations for Enterprise Resource Planning and MRF work and support peripherals**
- 5. Scale**
- 6. Automated floor cleaning machine**
- 7. Global Freight Shipment Scheduling Management System**
- 8. Power Track Electronic Payment System**
- 9. UID/RFID hardware, software, consumables (if required)**
- 10. Vertical Panel Saw**

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11. Storage racks, shelving, bins, desks, chairs, tables currently in place in the facility

6.0 OTHER

6.1 Security

The security requirement for this tasking will be up to and including Secret. All personnel under this contract will be US citizens who are able to obtain and maintain security clearance at the secret level. It is anticipated that in the performance of this contract, personnel will be required to handle classified material on an occasional basis and required to access classified spaces on a frequent basis.

6.2 Operations Security

All work is to be performed in accordance with DOD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD 254.

6.3 Place of Performance

It is anticipated that the majority of the tasking under this contract will be performed at the SSC-PAC Government facilities located in Philadelphia. The contractor may be asked to travel to regional DLA Disposition Services locations, local military installations and regional operational sites within driving distance of the SSC-PAC facility.

6.4 Work Performance

Tasking performed under this contract may require appropriate handling of classified materials.

6.5 Technical Point of Contact

Task Order Manager: George Weisgerber, Jr., email: weisgerb@spawar.navy.mil, phone: 215-214-8049
Technical Representative: Brett Patterson, email: bepatter@spawar.navy.mil, phone: 215-214-8008.
Financial Point of Contact: Barbara Wiley, email: barbara.wiley@navy.mil, phone: 215-214-8012.

6.6 Travel

Travel: The following travel is estimated for the base period of performance:

- 1 trip for 2 persons for 1 day from Philadelphia, PA to Mechanicsburg, PA**
- 1 trip for 1 person for 5 days from Philadelphia, PA to San Antonio, TX**
- 1 trip for 1 person for 5 days from Philadelphia, PA to Los Angeles, CA**
- 1 trip for 1 person for 5 days from Philadelphia, PA to Washington, DC**

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5 trips for 2 persons for 1 day from Philadelphia, PA to Lakehurst, NJ

The following travel is estimated for each Option Period, if exercised:

1 trip for 2 persons for 1 day from Philadelphia, PA to Mechanicsburg, PA

1 trip for 1 person for 5 days from Philadelphia, PA to San Antonio, TX

1 trip for 1 person for 5 days from Philadelphia, PA to Los Angeles, CA

1 trip for 1 person for 5 days from Philadelphia, PA to Washington, DC

5 trips for 2 persons for 1 day from Philadelphia, PA to Lakehurst, NJ

7.0 DATA DELIVERABLES

Data deliverables shall have been reviewed and delivered in compliance with “DON Policy on Digital Product/Technical Data, ASN RD&A memo of 23 OCT 2004”, and Software Process Improvement Initiative Contract Language, ANS RD&A memo of 17 NOV 2006.” Deliverables will be initiated and specified in the CDRL. Regardless of other reporting requirements, the contractor shall include status and financial reporting on a monthly basis as detailed below.

7.1 Status Reporting

The OM shall submit a monthly progress report to C2I. C2I reserves the right to increase the frequency of status reporting at its discretion. The report shall include (but not limited to):

- 1. performance details for the reporting month**
- 2. issues/concerns**
- 3. planned activities**
- 4. status of specific action items assigned to the OM and/or the contractor staff**
- 5. current schedule**

7.2 Financial Reporting

The contractor shall provide a monthly financial report in a contractor developed and government approved format by project and by total. For a given reporting period, the report shall include (at a minimum):

- 1. Funding reference**
- 2. Total hours budgeted and total hours expended (including the names and respective hours for each individual that charged the effort)**
- 3. Total labor dollars budgeted and total labor dollars expended**

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4. Total material dollars budgeted and total material dollars expended
5. Total travel dollars budgeted and total travel dollars expended
6. Grand total of hours, labor, materials, and travel expended.
7. Grand total (and percentage) of hours, labor, materials, and travel remaining
8. Notification when 80% of the total funding and/or hours has been expended

A reporting period shall be from the first day of a calendar month thru and including the last day of the same calendar month. The financial report for a given reporting period is due NLT the 15th calendar day of the subsequent calendar month.

In the event that C2I requires a further breakdown of financial information based on additional funding requirements, the contractor shall comply.

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.

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b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(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 TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. 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. 2 involves access to and handling of classified material up to and including SECRET.

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 Security Officer.

C-4 WORKWEEK (DEC 1999) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at C2I is Monday through Friday 7:00am to 4:00 pm. 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

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President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

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

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

**C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES
(DEC 1999) (SPAWAR C-317)**

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

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

(1) Routine inspection of contractor occupied work spaces.

(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.

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

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

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

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

C-6 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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C-7 KEY PERSONNEL (DEC 1999)

(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 90 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 90 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	LABOR CATEGORY
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<u>Alexander Stevenson</u>	<u>Operations Manager</u>
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(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

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

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

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 Task Order Manager or his duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

1001	12/10/2008 - 12/9/2009
3001	12/10/2008 - 12/9/2009
4001	3/5/2010 - 3/4/2011
4101	3/5/2011 - 3/4/2012
4201	3/5/2011 - 3/4/2013
4301	3/5/2013 - 3/4/2014
6001	3/5/2010 - 3/4/2011
6101	3/5/2011 - 3/4/2012
6201	3/5/2012 - 12/4/2013
6301	3/5/2013 - 3/4/2014

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The below 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.

CLIN - DELIVERIES OR PERFORMANCE

Base Year: Date of Award through 04 Mar 2010

Option I: 12 months thereafter

Option II: 12 months thereafter

Option III: 12 months thereafter

Option IV: 12 months thereafter

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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 as per attached CDRL to the e-mail addresses reflected in CDRL A001. This submission may be to a central website.

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

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

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

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

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a cost plus fixed fee task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

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

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated the vendor shall

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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 hotline at 1-800-559-9293.

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

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

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

WAWF Invoice Type	Cost Voucher*
Issuing Office DODAAC	N66001
Admin DODAAC:	DD1155=Block 6
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	DD1155=Block 11
PAY DODAAC:	DD1155=Block 12

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Tammy Sanchez

Code: SPAWAR System Center Pacific

Address: 53560 Hull Street, Bldg A33, San Diego CA 92152

Phone: (619) 553-3200

E-Mail: tammy.sanchez@navy.mil

G-6 TASK ORDER MANAGER

Name: George Weisgerber

Code: 53808, SSC Pacific Integrated C2I Engineering Division

Address: 700 Robbins Ave.; Bldg 2A Philadelphia, PA 19111

Phone: 215-214-8049

Email: weisgerb@spawar.navy.mil

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Accounting Data

SLINID	PR Number	Amount
1001	2000020472	██████████
LLA :		
AA 97X4930 NH3P 000 777777 0 066001 2F 000000 002000020472		
3001	2000020472	██████████
LLA :		
AA 97X4930 NH3P 000 777777 0 066001 2F 000000 002000020472		

BASE Funding 1169218.89
Cumulative Funding 1169218.89

MOD 02

400101	1300150294	██████████
LLA :		
AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000398327		
600101	1300150294	██████████
LLA :		
AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000398327		

MOD 02 Funding 1320592.49
Cumulative Funding 2489811.38

MOD 03 Funding 0.00
Cumulative Funding 2489811.38

MOD 04

400101	1300150294	██████████
LLA :		
AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000398327		
600101	1300150294	██████████
LLA :		
AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000398327		

MOD 04 Funding -212888.05
Cumulative Funding 2276923.33

MOD 05

410101	1300195802	██████████
LLA :		
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000687496		
Standard Number: N6600111PR01387		
610101	1300195802	██████████
LLA :		
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000687496		
Standard Number: N6600111PR01387		

MOD 05 Funding 713159.60
Cumulative Funding 2990082.93

MOD 06

410102	1300195802-0002	██████████
LLA :		
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000687496		
610101	1300195802	██████████
LLA :		
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000687496		

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Standard Number: N6600111PR01387

MOD 06 Funding 70881.66
Cumulative Funding 3060964.59

MOD 07

420101 1300249213 [REDACTED]
LLA :
AD 97X4930 NH3P 252 77777 0 050120 2F 000000 A00001052057

620101 1300249213 [REDACTED]
LLA :
AD 97X4930 NH3P 252 77777 0 050120 2F 000000 A00001052057

MOD 07 Funding 555000.00
Cumulative Funding 3615964.59

MOD 08

410102 1300195802-0002 [REDACTED]
LLA :
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000687496

410103 1300195802-0002 [REDACTED]
LLA :
AE 97X4930 NH3P 252 77777 0 050120 2F 000000 A10000687496

MOD 08 Funding 0.00
Cumulative Funding 3615964.59

MOD 09

420102 1300249213-0001 [REDACTED]
LLA :
AD 97X4930 NH3P 252 77777 0 050120 2F 000000 A00001052057

620102 1300249213-0001 [REDACTED]
LLA :
AD 97X4930 NH3P 252 77777 0 050120 2F 000000 A00001052057

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

430101 1300249213-0004 [REDACTED]
LLA :
AD 97X4930 NH3P 252 77777 0 050120 2F 000000 A00001052057

630101 1300249213-0002 [REDACTED]
LLA :
AD 97X4930 NH3P 252 77777 0 050120 2F 000000 A00001052057

MOD 10 Funding [REDACTED]
Cumulative Funding 3 [REDACTED]

MOD 11

430102 1300249213-0004 [REDACTED]
LLA :
AD 97X4930 NH3P 252 77777 0 050120 2F 000000 A00001052057
CIN# 130024921300004

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

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MOD 12

430103 13002492130005 [REDACTED]

LLA :

AD 97X4930 NH3P 252 77777 0 050120 2F 000000 A00001052057

Standard Number: N6600112PR01189

MOD 12 Funding 51000.00

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 attached Financial Accounting Data (FAD) sheet. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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

H-2 DATA RIGHTS

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

H-3 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-4 (SPAWAR H-323) CONTRACTOR PICTURE BADGE (DEC 1999)

(a) A contractor picture badge may be issued to contractor personnel by the NSA-P Badge/Decal 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 SSC Pacific Integrated C2I Engineering Division prior to completion of the picture badge request.

(b) An automobile decal will be issued by the NSA-P Badge/Decal 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 the NSA-P Badge/Decal Office, a list of all unreturned badges with a written explanation of any missing badges.

H-5 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

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(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-6 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

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

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

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

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

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

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

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(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

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

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

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

H-7 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.

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

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representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

(c) 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.

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

H-8 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.

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(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.

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

52.222-2 Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 17 hours 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;

(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.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Revised CDRL dated 20 Feb 2013

Attachment 2- DD254