

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 19-May-2014	4. REQUISITION/PURCHASE REQ. NO. Various	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N64267	7. ADMINISTERED BY (If other than Item 6) CODE	S0303A

NSWC, CORONA DIVISION
Corona Division 2300 Fifth Street
Norco 92878-5000
kimberly.a.brown3@navy.mil 951-273-5297

DCMA Palmdale
40015 Sierra Highway, Suite B110
Palmdale CA 93550

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) New Directions Technologies 137 W. Drummond Avenue, Suite A Ridgecrest CA 93555-3117	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4090-L603
	10B. DATED (SEE ITEM 13) 06-Jan-2010
CAGE CODE 05ZG9	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<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) FAR 52.232-22 Limitation of Funds (APR 1984)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Abigail Gardner, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles S Rainwater, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Abigail Gardner (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Charles S Rainwater (Signature of Contracting Officer)
15C. DATE SIGNED 22-May-2014	16C. DATE SIGNED 29-May-2014

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$1,016,554.16 by \$3,322.62 to \$1,013,231.54.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400034	O&MN,N	15,000.00	(0.03)	14,999.97
400061	O&MN,N	5,000.00	(3,322.59)	1,677.41

The total value of the order is hereby increased from \$1,552,684.84 by \$0.00 to \$1,552,684.84.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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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
4000	R420	Information Assurance and Certification and Accreditation Technical Support Services Labor Year 1. (Fund Type - TBD)	1.0	LO			\$1,496,859.84
400001	R420	Labor (O&MN,N)					
400002	R420	Labor (O&MN,N)					
400003	R420	Labor (OPN)					
400004	R420	Labor (O&MN,N)					
400005	R420	Labor (O&MN,N)					
400006	R420	Labor (O&MN,N)					
400007	R420	Labor (O&MN,N)					
400008	R420	Labor (Fund Type - OTHER)					
400009	R420	Labor (Fund Type - OTHER)					
400010	R420	Labor (Fund Type - OTHER)					
400011	R420	Labor (O&MN,N)					
400012	R420	Labor (O&MN,N)					
400013	R420	Labor (O&MN,N)					
400014	R420	Labor (O&MN,N)					
400015	R420	Labor (O&MN,N)					
400016	R420	Labor (O&MN,N)					
400017	R420	Labor (Fund Type - OTHER)					
400018	R420	Labor (Fund Type - OTHER)					
400019	R420	Labor (O&MN,N)					
400020	R420	Labor (O&MN,N)					
400021	R420	Labor (O&MN,N)					
400022	R420	Labor (Fund Type - OTHER)					
400023	R420	Labor (WCF)					
400024	R420	Labor (O&MN,N)					
400025	R420	Labor (O&MN,N)					
400026	R420	Labor (Fund Type - OTHER)					
400027	R420	Labor (O&MN,N)					
400028	R420	Labor (WCF)					
400029	R420	Labor (WCF)					
400030	R420	Labor (RDDA)					
400031	R420	Labor (WCF)					
400032	R420	Labor (O&MN,N)					
400033	R420	Labor (O&MN,N)					
400034	R420	Labor (O&MN,N)					
400035	R420	Labor (O&MN,N)					
400036	R420	Labor (O&MN,N)					
400037	R420	Labor (WCF)					
400038	R420	Labor (WCF)					
400039	R420	Labor (O&MN,N)					
400040	R420	Labor (RDT&E)					
400041	R420	Labor (O&MN,N)					
400042	R420	Labor (O&MN,N)					
400043	R420	Labor (O&MN,N)					
400044	R420	Labor (O&MN,N)					
400045	R420	Labor (OPN)					
400046	R420	Labor (O&MN,N)					
400047	R420	Labor (WCF)					
400048	R420	Labor (WCF)					
400049	R420	Labor (WCF)					
400050	R420	Labor (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400051	R420	Labor (WCF)					
400052	R420	Labor (O&MN,N)					
400053	R420	Labor (O&MN,N)					
400054	R420	Labor (RDDA)					
400055	R420	Labor (O&MN,N)					
400056	R420	Labor (O&MN,N)					
400057	R420	Labor (O&MN,N)					
400058	R420	Labor (O&MN,N)					
400059	R420	Labor (O&MN,N)					
400060	R420	Labor (O&MN,N)					
400061	R420	Labor (O&MN,N)					
400062	R420	Labor (O&MN,N)					
400063	R420						
400064	R420						
400065	R420						
400066	R420						
400067	R420						
400068	R420						
400069	R420						
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400095	R420						
400096	R420						
400097	R420						
400098	R420						
400099	R420						
4010	R420	Surge provided at10% of Labor for Year 1. (Fund Type - TBD) Option	1.0	LO	████████	████████	\$151,209.04
4100	R420	Information Assurance and Certification andAccreditation Technical SupportServices Option Year 1. (Fund Type - TBD) Option	1.0	LO	████████	████████	\$1,547,859.32
4110	R420	Surge provided at10% of Labor for Option Year 1. (Fund Type - TBD) Option	1.0	LO	████████	████████	\$156,353.92

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4200	R420	Information Assurance and Certification and Accreditation Technical Support Services for Option Year 2. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$1,600,677.20
4210	R420	Surge provided at 10% of Labor for Option Year 2. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$161,682.02
4300	R420	Information Assurance and Certification and Accreditation Technical Support Services for Option Year 3. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$1,655,240.78
4310	R420	Surge provided at 10% of Labor for Option Year 3. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$167,185.84

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R420	Information Assurance and Certification and Accreditation Technical Support Services ODC Year 1. (Fund Type - TBD)	1.0	LO	\$55,825.00
600001	R420	ODC (Fund Type - OTHER)			
600002	R420				
600003	R420				
600004	R420				
600005	R420				
600006	R420				
600007	R420				
600008	R420				
600009	R420				
600010	R420				
600011	R420				
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600036	R420				
600037	R420				
600038	R420				
600039	R420				
600040	R420				

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600041	R420				
600042	R420				
600043	R420				
600044	R420				
600045	R420				
600046	R420				
600047	R420				
600048	R420				
600049	R420				
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600091	R420				
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600093	R420				
600094	R420				
600095	R420				
600096	R420				
600097	R420				
600098	R420				

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600099	R420				
6010	R420	Surge provided at10% of Labor for Year 1. (Fund Type - TBD) Option	1.0	LO	\$5,582.50
6100	R420	Information Assurance and Certification andAccreditation Technical SupportServices Option Year 1. (Fund Type - TBD) Option	1.0	LO	\$58,616.25
6110	R420	Surge provided at10% of Labor for Option Year 1. (Fund Type - TBD) Option	1.0	LO	\$5,861.63
6200	R420	Information Assurance and Certification andAccreditation Technical SupportServices for Option Year 2. (Fund Type - TBD) Option	1.0	LO	\$61,547.06
6210	R420	Surge provided at10% of Labor for Option Year 2. (Fund Type - TBD) Option	1.0	LO	\$6,154.71
6300	R420	Information Assurance and Certification andAccreditation Technical SupportServices for Option Year 3. (Fund Type - TBD) Option	1.0	LO	\$64,624.42
6310	R420	Surge provided at10% of Labor for Option Year 3. (Fund Type - TBD) Option	1.0	LO	\$6,462.44

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R420	Information Assurance and Certification andAccreditation Technical SupportServices for Option Year 4. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$1,711,824.81
7010	R420	Surge provided at10% of Labor for Option Year 4. (Fund Type - TBD) Option	1.0	LO	██████████	██████████	\$172,893.93

For ODC Items:

NOTE A – Base Period Items – Base Period SLINs (4000, 6000). The Base Period of one year will commence on the date of task Order award.

GENERAL INFORMATION

This task order (TO) shall provide Information Assurance (IA) and Certification and Accreditation (C&A) Technical Support Services for the Naval Surface Warfare Center, Corona Division in Norco, California; (hereinafter referred to as NSWC Corona)

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

- (a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less.
- (b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be received.

HQ B-2-0007 - LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ-B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

HQ-B-2-0010 NOTE (OPTION)

Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

The base period of the task order will be Cost Plus Fixed Fee (CPFF) and (if the options are exercised) the option periods will be CPFF.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractor's or employee's convenience.

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HQ B-2-0021 - CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

The entire contract is Cost Type.

CLINs 4000 through 4300 and CLIN 7000 are Cost Plus Fixed Fee.

CLINs 6000 through 6300 and CLIN 9000 are Other than Direct Cost (ODC)

(Fee is not authorized)

The base period of the task order will be Cost Plus Fixed Fee and the Option periods will be Cost Plus Fixed Fee (if the option periods are exercised).

(Exercise of CLIN 7000 and 9000 are predicated on the option exercise of the basic Seaport-e MAC contract.)

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R420	Information Assurance and Certification and Accreditation Technical Support Services for Option Year 4. (Fund Type - TBD)	1.0	LO	\$67,855.63
		Option			
9010	R420	Surge provided at 10% of Labor for Option Year 4. (Fund Type - TBD)	1.0	LO	\$6,785.56
		Option			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C PERFORMANCE WORK STATEMENT INFORMATION ASSURANCE AND CERTIFICATION & ACCREDITATION TECHNICAL SUPPORT SERVICES FOR NSWC CORONA

1.0 INTRODUCTION

Using a rigorous, disciplined independent assessment process, Naval Surface Warfare Center (NSWC) Corona provides the fleet, program managers and acquisition community with the objective assessment needed for the Navy to gauge warfighting capability of ships and aircraft, assess warfare training and analyze new defense systems – even those systems in the concept phase. This commitment to independent assessment allows the Navy to achieve the greatest value for acquisition, material readiness and lifecycle management programs. As the Navy’s metrology and calibration authority, NSWC Corona also sets the measurement science and calibration standards to support proper weapons operation, interoperability and peak readiness for the fleet. NSWC Corona uses innovation and automation to also reduce burdensome workload for Sailors, while reducing maintenance costs and increasing readiness for the Navy. Technical capabilities and unique expertise – ranging from missile defense assessment to range and test instrumentation to setting measurement standards – enable NSWC Corona to support in-service and emerging weapons and combat systems for key customers in critical areas.

As an analysis activity, NSWC Corona deploys many Information Systems to collect, process, and store Government information. Each of these systems requires Certification and Accreditation (C&A) activities, Information Assurance (IA) activities, documentation, review, and maintenance to comply with federal law and policy related to Information Assurance (IA) and Information Technology (IT).

2.0 BACKGROUND

The primary objective of this contract is to obtain IA and C&A technical support services to achieve and maintain Authority to Operate (ATO) and IA compliance for NSWC Corona information systems and computing enclaves. Additional objectives include meeting emerging IA and C&A requirements for new mission support systems, re-engineering systems to simplify C&A compliance, and consolidation to reduce NSWC Corona’s overall information system footprint. This requirement is for continuing technical support services necessary to ensure compliance of NSWC Corona Information Systems (IS) with all applicable law and policy.

3.0 SCOPE

The focus of the requested technical support will be on the IA compliance and C&A processes for each system. NSWC Corona’s IT systems will require C&A in any of four types: Site accreditations, Type accreditations, system accreditations, and Platform IT. This work statement is designed to enable the Contractor to provide IA compliance, C&A, and engineering support for the lifecycle of each respective system.

4.0 APPLICABLE DIRECTIVES

The Contractor shall perform the following tasks in support of C&A and IA compliance in accordance with the most updated versions of the directives in Attachment 1, Applicable Directives, to the PWS.

5.0 PERFORMANCE REQUIREMENTS

The Contractor shall perform the following tasks in support of C&A and IA compliance.

5.1 General Management Requirements

5.1.1 Project Management

The Contractor shall manage C&A activities to obtain and maintain Authority to Operate (ATO) and IA compliance for NSWC Corona systems. The Contractor shall provide management oversight to monitor and schedule resources throughout the entire C&A process and shall provide management oversight to

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maintain IA compliance.

5.1.1.1 The Contractor shall provide a Transition Plan, Quality Control Plan, Monthly Status Report, and Summary Contract Cost Report. The Summary Contract Cost Report shall include number of hours each contractor employee worked on each system and whether the labor was for C&A or for IA Compliance support. Attachment 7, CDRL A001.

5.1.2 Plan of Actions and Milestones

The Contractor shall maintain Plan of Actions and Milestones (POA&M) on all C&A and IA compliance activities and attend kick-off, milestone and technical meetings. Attachment 7, CDRL A006.

5.1.3 Vulnerability Testing and Remediation Support

The Contractor shall coordinate with the Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators to perform remediation of IA issues as a result of Security Test and Evaluation (ST&E) and scanning.

5.1.4 IA Mitigation Guidance

Contractor shall provide IA related guidance for systems mitigations and attend kick-off, milestone and technical meetings.

5.1.5 IA Engineering Guidance

Contractor shall provide IA related guidance for engineering projects and attend kick-off, milestone and technical meetings.

5.1.6 Navy Activity Liaison

The Contractor shall attend weekly IA meetings and specific program meetings. The Contractor shall attend periodic classified meetings and briefings. The Contractor shall be appointed by the Navy Certifying Authority as Fully Qualified Navy Certification Agents and shall be Validators for all NSWC Corona C&A packages.

5.2.0 C&A and IA Compliance Maintenance Activities

5.2.1 Implementation

The Contractor shall manage NSWC Corona's C&A process to obtain and maintain Authority To Operate (ATO) and maintain IA compliance for NSWC Corona IT systems over the lifecycle of the systems. A list of NSWC Corona IT Systems is in Attachment 2 to this PWS. The current C&A status of NSWC Corona's IT Systems is in Attachment 3 to this PWS.

5.2.2 Methodology

The Contractor shall ensure C&A and IA compliance in accordance with the current Department of Defense (DOD) and Department of the Navy (DON) C&A and IA instructions and policies.

5.2.3 System Documentation

The Contractor shall create and maintain all C&A documentation required by the cognizant Designated Approving Authority (DAA). The Contractor shall perform all steps stipulated in DOD and DON instructions and from C&A collaboration meetings and reviews, to coordinate and ensure NSWC Corona's IT systems and sites are accredited in accordance with current DoD and DON policies. All C&A documents shall be posted in a government controlled centralized area approved by the government. The Contractor shall maintain all collaboration meeting minutes, agendas, and action items. Attachment 7, CDRL A003.

5.2.4 Fully Qualified Navy Certification Agents and Validator Role

The Contractor's organization shall meet the Fully Qualified Level requirements for Navy Certification Agent and

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have a current appointment by the Navy Certifying Authority as Fully Qualified Navy Certification Agents. In addition, at least two (2) personnel from the Contractor's organization shall meet the Fully Qualified Level requirements for Navy Certification Agent and have a current appointment by the Navy Certifying Authority as Fully Qualified Navy Certification Agents. The Contractor shall represent NSWC Corona C&A packages as Fully Qualified Navy Certification Agent and Validator to the cognizant DAA, Echelon command, and Certification Authority (CA). Attachment 7, CDRL A002.

5.2.5 Format Adaptation

The Contractor shall update packages to the latest C&A guidelines over the lifecycle of the system and as the system goes through the C&A process. The Contractor shall follow the latest C&A format and guidelines directed by cognizant DAA.

5.2.6 C&A Package Delivery, Review, and Acceptance

5.2.6.1 Initial. The Contractor shall submit the initial package for each system to the Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators by the due date on the Project Plan. If Government rejects the package, the Contractor shall have 5 working days to correct the deficiencies identified and resubmit to the Government for approval.

5.2.6.2 Revisions. The Contractor shall revise C&A documentation during reviews and collaboration efforts by the cognizant DAA, Echelon command, and CA. The Contractor shall submit revisions to the Government as directed in the collaboration reviews. If Government rejects the package, the Contractor shall have up to 3 working days to correct the deficiencies identified and resubmit to the Government for approval.

5.2.7 Develop and Maintain C&A Project Plans.

The Contractor shall develop a comprehensive plan to outline the timeline to complete C&A processes.

5.2.8 Reaccreditation Triggers

5.2.8.1 Contractor shall submit complete C&A documentation to the Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators for any expiring accreditations according to most current C&A guidelines at least 7 months prior to accreditation expiration to enable time for NSWC Corona review of the package.

5.2.8.2 The Contractor shall submit complete C&A documentation to the Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators for any system requiring reaccreditation due to a change in network status or change in IA posture of the system according to the agreed due date in the C&A Project Plan.

5.2.9 Vulnerability Testing and Remediation Support

5.2.9.1 The Contractor shall coordinate with the Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators to perform vulnerability testing and remediation on systems to maintain systems in DOD and DON IA compliance as systems go through the C&A process and over the lifecycle of systems.

5.2.9.2 The Contractor shall provide vulnerability scanning and security assessments utilizing the latest approved DOD and DON tools.

5.2.9.3 The Contractor shall schedule security evaluations and the associated compliance scans over the lifecycle of each system at an interval of 30 days or less. The contractor shall expect to remediate approximately 2000 to 4000 Information Assurance Vulnerability Management (IAVM) and Security Technical Implementation Guide (STIG) vulnerabilities each month on NSWC Corona IT systems. Attachment 7, CDRL A004.

5.2.9.4 The Contractor shall review and summarize the results of the security assessments as inputs to the C&A process and as part of the regularly scheduled security evaluations. Attachment 7, CDRL A007.

5.2.9.5 The Contractor shall scan and remediate in coordination with the Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators until the vulnerability report is acceptable to the NSWC Corona IAM or designated representative. In the event the system continues to exhibit open findings, the Contractor shall

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produce a remediation POA&M in coordination with the Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators. The Contractor shall not submit any report or POA&M with unresolved high or medium severity findings.

5.2.9.6 If a system becomes non-operational during remediation efforts, the Contractor shall restore the system to the same operating level prior to remediation and shall apply remediation in a systematic manner to preclude further system shutdown.

5.2.10 Standardized Reporting

5.2.10.1 Data Call Support. The Contractor shall provide summary data, status reports and graphs for internal and external IA compliance and C&A data calls and coordinate the response to the data calls.

5.2.10.2 Federal Information Systems Management Act (FISMA) Reporting. The Contractor shall provide centralized reporting on all FISMA activities. The Contractor shall provide system accreditation status to support external FISMA reporting. Attachment 7 CDRL A005

5.2.10.3 Audit and Inspection Support. The Contractor shall prepare responses to questions from various IA audits. The Contractor shall be present during audits and shall act as technical liaison and Subject Matter Expert (SME) for audit team(s) to obtain passing and satisfactory audit results in the IA compliance area. Examples of audits includes but is not limited to Naval Performance Command Inspections (NPCI), DISA Command Cyber Readiness Inspection (CCRI) Audits, Cross Domain Solution (CDS) Annual Reviews, Unclassified and Classified Navy Nuclear Propulsion Information (NNPI) Audits, Host Based Security System (HBSS) Audits, Navy BLUE and RED Team Audits, and Naval Sea Systems Command (NAVSEA) Research, Development Testing and Engineering (RDT&E) Compliance Audits. Attachment 7, CDRL A008.

5.3.0 IA Engineering Activities

NSWC Corona periodically has requirements for C&A for systems that are in the design stage and have not yet been fully configured and implemented or existing systems which require re-engineering to become IA compliant and gain ATO.

5.3.1 The Contractor shall develop and submit IA Strategy for IA compliance and to gain ATO.

5.3.2 The Contractor shall make recommendations and provide guidance for IA compliance for system engineering activities.

5.3.3 The Contractor shall provide a technical evaluation of the design which evaluates system components and architecture for compliance.

5.3.4 The Contractor shall provide short-term and long-term IA direction for compliance, planning and reporting.

5.3.5 The Contractor shall provide detailed recommendations on remediation of IT development efforts to ensure an efficient, successful C&A process and continuing compliance.

6.0 PRODUCTS AND DELIVERABLES

The Contractor shall deliver a variety of products related to the IA and C&A of NSWC Corona's information systems.

6.1 Deliverables

The Contractor shall provide deliverables for IA and C&A tasking which include but are not limited to Contract Data Requirements Lists (CDRLs) and the following table:

ITEM DESCRIPTION	DISTRIBUTION	INITIAL DELIVERY	FINAL DELIVERY
Transition Plan (PWS 5.1.1.1)	COR, CIO, and IAM	Kick-off Meeting with Contracting Officer and COR	30 days after Kick-off Meeting

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Quality Control Plan (PWS 5.1.1.1)	COR, CIO, and IAM	15 business days after Kick-off Meeting	30 business days after Kick-off Meeting
Monthly Project Status Report (PWS 5.1.1.1)	COR, CIO, and IAM	Monthly, due by 15th	N/A
POA&M for C&A and IA Compliance Activities (PWS 5.1.2)	COR, CIO, and IAM	20 business days after Kick-off Meeting	N/A –POA&M Updated over life of contract
C&A Documentation Revisions Initial submission (PWS 5.6)	Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators	Within 5 working days of Govt notification of deficiencies	N/A
C&A review, collaboration minutes, agendas, and action items (PWS 5.2 and 5.2.6)	Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators	Within 3 business days of collaboration meeting or review	N/A
C&A Project Plan (PWS 5.2.7)	COR, CIO, and IAM	According to POA&M	N/A –Updated over life of contract
Reaccreditation Submission due to expiring ATO (PWS 5.2.8)	Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators	According to POA&M at least 7 months prior to ATO expiration	According to POA&M at least 6 months prior to ATO expiration
Reaccreditation Submission due to change in network status or change in IA posture of the system (PWS 5.2.8)	Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators	Due date agreed in the C&A Project Plan Updated over life of contract	N/A
ITEM DESCRIPTION	DISTRIBUTION	INITIAL DELIVERY	FINAL DELIVERY
Vulnerability Testing & Remediation Schedule (PWS 5.2.9)	Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators	Every 30 days based on system availability. Recurring every 30 days based on system availability	N/A
Scan Results in various formats such as mht, html, raw Retina file, xml, etc (PWS 5.2.9)	Local IA Manager, cognizant IA Officer, System Administrators, and C&A Reviewers	As needed for C&A documentation , audit, regularly scheduled security assessment, or special request. Several systems require monthly Retina and SRR/Gold Disk scans in .xml format for upload to Vulnerability Management System (VMS).	N/A
Remediation POA&M (PWS 5.2.9)	Local IA Manager, cognizant IA Officer, Program Leads, and System Administrators	According to date in POA&M for C&A documentation	N/A

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Network and Boundary Drawings per Naval Telecommunication Directive (NTD) 08-08 (PWS 5.2.10)	Local IA Manager, cognizant IA Officer, System Administrators, C&A Reviewers, Auditors	According to date in POA&M for C&A documentation. As required by date for Audits, Annual FISMA review, and special requests.	N/A
FISMA Reporting (PWS 5.2.10)	CIO and IAM	Quarterly Updates as directed by NAVSEA	N/A
Data Call Support (PWS 5.2.10)	CIO and IAM	Two business days before data call due date	One business day before data call due date
IA Engineering Activities: IA strategy, IA engineering recommendation, White Papers, technical evaluation, remediation recommendation (PWS 5.3)	Local IA Manager, cognizant IA Officer, Program Leads System Administrators,	According to date in POA&M for C&A documentation	N/A
ITEM DESCRIPTION	DISTRIBUTION	INITIAL DELIVERY	FINAL DELIVERY
C&A Database (PWS 6.2)	COR, CIO, and IAM	As agreed in POA&M for C&A and IA Compliance Activities. Updated over life of contract	N/A

6.2 C&A Database

The Contractor shall provide a searchable C&A database where government can create various query reports on server details, workstation details, ports and protocols used by systems, software used by systems, C&A expirations, remediations discovered, scan schedules, annual security review schedules, contingency testing schedules and results, etc.

6.3 Format of Deliverables

The Contractor shall prepare documentation deliverables using Adobe Acrobat and Microsoft Office products (Word, Excel, Project, Access, and PowerPoint) in a format acceptable to Contracting Officers Representative (COR), unless the use of other software is mutually agreed between the COR and the Contractor.

7.0 CONTRACTOR ACCESS TO GOVERNMENT SPACE

The Government will provide up to six (6) workspaces at NSWC Corona with at least one Naval Marine Corps Intranet (NMCI) computer. The Government will provide electronic copies of current Information Assurance related documentation for each existing Information System. These documents will include existing C&A documentation, system drawings, scan results, asset lists, and local points of contact.

8.0 CONTRACTOR EQUIPMENT

The Contractor shall be allowed to use Contractor-owned equipment at NSWC Corona sites to perform IA and C&A tasks provided the equipment is compliant with DOD and DON IA directives. The NSWC Corona IAM must approve in writing all contractor equipment used to perform work in accordance with this PWS.

9.0 SECURITY

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The component parts of the IA and C&A processes are expected to contain sensitive information not cleared for public release information up to and including information at the General Service (GENSER) SECRET level. The Contractor is required to handle certain documents in accordance with National Industrial Security Program Manual (NISPOM) for National Security Information classified at the GENSER SECRET level.

9.1.0 Facility Security Clearance

The contractor must have the ability to obtain a Facility Secret Clearance. All contractor employees must either possess or have, at a minimum, the ability to obtain a Secret Security Clearance at Task Order award. Access to classified material and classified Information Systems is required for this contract.

9.1.1 Non Disclosure

The Contractor shall not disclose sensitive or proprietary information of, or in the possession of, NSWC Corona or any of its operating units. Contractor employees will be required to sign a government provided non-disclosure agreement.

9.1.2 Access to Government Information Systems

The Contractor shall require access to Government Information Systems to perform the duties under this PWS. The Contractor shall access systems on classified and unclassified networks including but not limited to NMCI/NGEN, NIPRNET, SIPRNET, closed enclaves, and non-networked systems.

9.1.2.1 The contractor shall complete/sign Classified and Unclassified User Authorization Agreements using OPNAV 5239/14 SAAR-N forms, and Privileged Access Agreements. Contractor personnel shall complete the DOD Annual Information Awareness training prior to being granted access to government IT systems and must indicate on the OPNAV 5239/14 SAAR-N, the date they completed the IA training. The contractor shall submit a copy of their IA training certificates to the NSWC Corona COR.

9.1.2.2 Access to Intelligence information is not required for performance of this contract. However, access to the SIPRNET is required and SIPRNET allows the contractor to view Intelligence information.

9.1.3 Encryption of Deliverables

The Contractor shall encrypt deliverables processed at the Contractor's facility when delivering them to Government facilities. FOUO information shall not be transmitted via unprotected systems e.g., the Internet, unless fully encrypted to current DoD standards.

9.1.4 Information Storage

Documentation, scanning results and sensitive information shall be stored at NSWC Corona, remote NSWC Corona sites described in Section H PLACE OF PERFORMANCE, and the Contractor's facility. The contractor shall not process or store classified information at their facility.

9.1.5 NATO Briefing Required

The contractor shall obtain a NATO briefing for the purpose of being granted SIPRNET access. Access to NATO information is not required for performance of this contract. However, access to the SIPRNET is required and current regulations require a NATO briefing prior to SIPRNET access.

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Acronyms and Abbreviations

ATO – Authority to Operate
 C&A – Certification and Accreditation
 CA — Certification Authority
 CCRI — Command Cyber Readiness Inspection
 CDMS— Corporate Document Management System (web site)
 CDS — Cross Domain Solution
 CIO — Chief Information Officer
 CISM — Certified Information Security Manager
 CISSP — Certified Information Systems Security Professional
 COR — Contracting Officers Representative
 DAA — Designated Approving Authority
 DIACAP — DoD Information Assurance Certification and Accreditation Process
 DISA — Defense Information Systems Agency
 DMZ — De-militarized Zone
 DOD — Department of Defense
 DODI — Department of Defense Instruction
 DON — Department of the Navy
 FCL — Facility Security Clearance
 FISMA — Federal Information Systems Management Act
 FOUO — For Official Use Only
 FTE — Full Time Equivalent
 GENSER — General Service
 GFP — Government Furnished Property
 GIAC — Global Information Assurance Certification
 HBSS — Host Based Security System
 HI — Hawaii
 IA – Information Assurance
 IAM — Information Assurance Manager
 IAT — Information Assurance Technical
 IATO – Interim Authority to Operate
 IATS — Information Assurance Tracking System (web site)
 IATT – Interim Authority to Test
 IAVM — Information Assurance Vulnerability Management
 IPR — In-process Review
 IS – Information System
 IT – Information Technology
 NATO — North Atlantic Treaty Organization
 NAVNETWARCOM — Naval Network Warfare Command
 NAVSEA — Naval Sea Systems Command
 NGEN — Next Generation Enterprise Network
 NIAP — National Information Assurance Partnership
 NIPRNET — Non-Classified Internet Protocol Router Network
 NISPOM — National Industrial Security Program Manual
 NMCI — Naval Marine Corps Intranet
 NNPI — Navy Nuclear Propulsion Information
 NPCI — Naval Performance Command Inspections
 NSWC – Naval Surface Warfare Center
 NTD — Naval Telecommunication Directive
 ODAA — Operational Designated Accrediting Authority
 OPNAV — Office of the Chief of Naval Operations
 PMRF — Pacific Missile Range Facility
 POA&M — Plan of Actions and Milestones
 PWS — Performance Work Statement
 RDAA — RDT&E Designated Accrediting Authority
 RDT&E — Research, Development Testing and Engineering

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SAAR-N — System Authorization Access Request - Navy
 SCSC — Surface Combat Systems Center
 SIPRNET — Secret Internet Protocol Router Network
 SME — Subject Matter Expert
 SPAWAR — Space and Naval Warfare Systems Command
 SQL — Structured Query Language
 SRR — Security Readiness Review
 SRTM — Security Requirements Traceability Matrix
 SSAA — System Security Authorization Agreement
 SSBI — Single Scope Background Investigation
 SSL — Secure Socket Layer
 ST&E — Security Test and Evaluation
 STIG — Security Technical Implementation Guide
 TCP/IP — Transmission Control Protocol / Internet Protocol
 VISTA — Windows Vista Operating System
 VMS — Vulnerability Management System (web site)
 W2K — Windows 2000 Operating System
 W2K3 — Windows 2003 Operating System
 W2K8 — Windows 2008 Operating System
 WSUS — Windows Server Update Service
 XP — Windows XP Operating System

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or is to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier that involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

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HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in the proposal which will be determined at time of award in response to NAVSEA Solicitation No. N00024-10-R-3487.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other

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than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

(End of Text)

NON-PERSONAL SERVICE STATEMENT

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards outlined in the Quality Assurance Surveillance Plan (QASP), Attachment 6. Contractor employees will perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work. (Add into IMS as well)

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SECTION D PACKAGING AND MARKING

SECTION D

PACKAGING AND MARKING

Packaging and Marking in accordance with Section D of SeaPort-e Multiple Award IDIQ contract.

SHIP TO INFORMATION:

See Section G – Contracting Officer Representative (COR)

D.101 HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

D.102 HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor: (name of Individual Sponsor); Name of Requiring Activity) (City and State)

D.103 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D.104 INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1), Attachment 7. The distribution statement shall be displayed conspicuously on technical documents to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE STRUCTURE

The Government reserves the right to perform quality assurance upon the delivery of each data deliverable, and deliverable service, wherever delivered to the Government and specified end users, in accordance with the appropriate QASP, Attachment 6 and the Performance Requirements Survey (PRS) contained Attachment 6 which applies to all products and services to be delivered under this requirement.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	1/6/2011 - 1/5/2012
6000	1/6/2011 - 1/5/2012

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

Base Period

CLIN 4000 – 6 January 2011 - 5 January 2012

CLIN 6000 – 6 January 2011 - 5 January 2012

The period of performance for the following option items are as follows:

CLIN 4100 – 6 January 2012 - 5 January 2013

CLIN 6100 – 6 January 2012 - 5 January 2013

Option Two

CLIN 4200 – 6 January 2013 - 5 January 2014

CLIN 6200 – 6 January 2013 - 5 January 2014

Option Three

CLIN 4300 – 6 January 2014 - 5 January 2015

CLIN 6300 – 6 January 2014 - 5 January 2015

Option Four

CLIN 7000 – 6 January 2015 - 5 January 2016

CLIN 9000 – 6 January 2015 - 5 January 2016

Deliveries or performance shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract. Exercise of any options depends upon the exercise of the options of the basic contract under the SeaPort-e Multiple Award Contract.

Clauses to be incorporated in accordance with Section F of the Multiple Award basic contract.

F.101 52.242-15 Stop-Work Order. (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Termination clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage;

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provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

Alternate I (Apr 1984). If this clause is inserted in a cost-reimbursement contract, substitute in paragraph (a) (2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

THE CONTRACT DATA REQUIREMENTS LIST (CDRL)

Provided as Attachment 7, is a list of authorized data requirements for this procurement that forms a part of the contract. It is comprised of a single DD Form 1423; (individual CDRL form) containing data requirements and delivery information. The CDRLs is linked directly to SOW tasks and managed by the Facilities Manager. The purpose of the CDRL is to provide a standardized method of clearly and unambiguously delineating the Government's minimum essential data needs. The CDRL groups all of the data requirements in a single place rather than have scattered throughout the solicitation or contract.

Deliverables shall include surveys, studies, reports; risk analysis environmental impact reviews/audits; requirements documentation, alternatives analysis; countermeasures identification environmental audits training on environmental principals and practices.

REPORTING REQUIREMENTS AND DELIVERABLES

The contractor shall establish and maintain a financial accounting system that shall permit recovery of contract costs by NSWC, Corona Information Assurance Cost Center, by Contract Line Item Number (CLIN) and/or Sub Line Item Number (SLIN), and by individual requisition numbers. The Department Cost Center number, requisition number and CLIN/SLINs will be provided by the Government. The contractor shall provide cost information in a WORD or EXCEL format. See Attachment 7 A001

The contractor shall submit monthly a FINANCIAL STATUS REPORT, indicating the work accomplished status and cost to include:

The contractor's name, address and phone number

Contract number

Date of report

Period covered by report

Hours expended for the reporting period, and cumulatively during the task order cost curves showing all current expenditures compared against the projected cost curve for the task order.

In addition ODC cost information shall include:

Item identification description

Government representative requesting item

Name of vendor

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Dollar amount

Material handling cost

Total cost

If the ODC is for travel it shall be in accordance with the Joint Travel Regulations (JTR) and include:

Name of traveler

Location of travel

Number of days on travel

Receipts of airfare

Receipts of hotel

Per Diem expenses in accordance with the Joint Travel Regulations (JTR).

Monthly Contract Cost Reports to the COR, and NSWC, Corona Comptroller of ceiling and funded amount of each task awarded to any subcontractors. This report will also include the PWS paragraph the subcontractor will be performing services against. This report shall be provided in excel format. The cost information shall present monthly and cumulative costs, which are broken down as follows.

By Department Cost Center,

By CLIN/SLIN,

By individual charge numbers,

By subtask, and

By labor category, and the appropriate billing period.

Additionally the monthly cost information shall include a labor cost detail to include regular and overtime hours and dollars. Written approval from the Contracting Officer is required on all overtime request prior to work performance. Information shall include direct unloaded labor rates by labor categories, and employee name. Information is required per subtask, as identified in section 5.0 of Section C.

Work completed under this task order will require delivery in various forms, such as technical reports, engineering design drawings; information gathering, sorting and transfer techniques; and implementation processes. Unless specified otherwise in Part 5.0 the contractor shall explore and implement new technologies in moving toward a "paperless" environment in compliance with all acquisition reform changes. Deliverables may be required in printed form (hard copy), optical media, and digital media or via wire and wireless means of communications. The government anticipates delivery requirements will shift continually toward electronic or optical media for transfer and sharing of information during the course of this task order.

Unless otherwise specified herein, deliverables shall be provided by electronic mail message using Microsoft Office TM suite of applications; any Privacy Act protected information that would otherwise be included in such deliverables shall be transmitted by a secure means appropriate to the protection of that information. The Contracting Officer Representative (COR) may specify in advance of any report what format should be followed and will provide that format or a sample to the contractor. If no format is specified by the COR, the contractor shall choose an appropriate business format for the deliverable.

SAFETY

The contractor personnel shall work in a safe manner and comply with all applicable safety regulations and provide all safety gear and training to its personnel such that they are kept safe from all hazards associated with their work as well as hazards they are exposed to at the job site. The contractor shall ensure that all personnel can communicate quickly and accurately under cases of emergency and extreme stress in order to render aid and assistance or be warned

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of imminent danger without delay. The contractor shall be subject to safety inspections of its work sites by the Government. Contractor safety records shall be available upon request by the Contracting Officer or COR.

SAFETY PLAN

The contractor shall develop and maintain a health and safety program as per Occupational Safety & Health Administration (OSHA), California Occupational Safety & Health Administration (CALOSHA). This program, its current training and current documentation shall be submitted within 10 days and needs to be approved by the NSWC Corona Safety Officer.

ENVIRONMENTAL PLAN

The contractor shall develop and maintain an environmental program that complies with OPNAV Instruction 5090.1C to implement EMS that meets NSWC Corona mission requirements, for the development, implementation, management and control of environmental programs, projects, and tasks related to air pollution, National Environmental Policy Act (NEPA), pollution abatement, water, and other environmental support in order to achieve compliance with applicable environmental laws and regulations of the Federal government, Department of the Navy (DON) and the localities and states in which NSWC, Corona and detachments operate. This plan needs to be submitted within 10 days and needs to be approved by the NSWC Corona Facilities Manager.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative (COR)
Melissa Huyck

P.O. Box 5000
Code 012

Corona, CA 92878-5000
Melissa.Huyck@navy.mil
951-273-5157

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Contracting Officer
Sean E. Foley
P.O. Box 5000
Code 012
Corona, CA 92878-5000
Sean.e.foley@navy.mil
951-273-4976

Contract Specialist
Kimberly Mallard
P.O. Box 5000
Code 012
Corona, CA 92878-5000
Kimberly.Mallard@navy.mil
951-273-5297

Defense Contract Audit Agency (DCAA) -
HAA619
San Fernando Valley Branch Office
6230 Van Nuys Blvd, Federal Building
Suite 2018
Van Nuys, CA 91401-2724

Defense Contract Management Activity (DCMA) -
S0303A
DCMA Palmdale
40015 Sierra Highway
Suite B110
Palmdale, CA 93550

Other terms and conditions are in accordance with Section G of the SeaPort-e Multiple Award Contract (MAC).

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's

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CAGE code at <https://wawf.eb.mil>.

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

Type of Document(s) (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Contract Number	N00178-04-D-4090
Delivery Order Number	<u>L603</u>
CAGE Code	<u>05ZG9</u>
Issue DODAAC	<u>N63394</u>
Admin DODAAC	<u>N63394</u>
Pay Office DODAAC	<u>N68732</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N64267</u>
Service Approver DODAAC	<u>N/A</u>
Ship To DODAAC	<u>N64267</u>
DCAA Auditor DODAAC	<u>N/A</u>
LPO DODAAC	<u>N64267</u>
Inspection Location	<u>DESTINATION</u>
Acceptance Location	<u>DESTINATION</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) 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. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period

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covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) 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:
CRNA_WAWF_COMPTR0L@NAVY.MIL
(WAWF Id Acceptor) Rebecca.Owens@navy.mil
(Alternate WAWF Id Acceptor) crna_fisc_mailbox@navy.mil

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil. NSWC, Corona point of contact is Genevieve Hernandez, (951)273-4768 or Genevieve.Hernandez@navy.mil

(End of Text)

PRIOR CONSENT OF SUBCONTRACTS:

Any required prior notice and description of the sub-contract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of sub-contracts shall not be construed to constitute approval of the sub-Contractor or any sub-contract terms and conditions, determination of any price revision of the Task Order issued against this Contract or any of the respective obligations of the parties hereunder, or creation of any sub-contractor privities of the Task Order with the Government.

NOTICE OF CONSTRUCTIVE CHANGES:

No order, statement or direction of the Contracting Officer, the authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the “Changes” clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer shall be authorized to issue a written change order under the “Changes” clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer. In accordance with FAR 52.243-7, the contractor shall promptly notify the Contracting Officer when he/she considers any direction he receives to be a change to the originally negotiated scope of the task order. When the contractor receives a technical direction he/she believes to be a change, he/she shall contact the Contracting Officer as required in FAR Clause 52.243-7, “Notification of Changes.”

CONTRACTING OFFICER AUTHORITY:

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In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1)
(NAVSEA) (JUN 2007)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

X (1) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(2) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(3) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(4) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(7) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(8) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

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(9) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(10) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(11) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

(12) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and

(ii) Are agreed to by the payment office and the contract administration office.

Accounting Data

SLINID	PR Number	Amount
400001	N6426710050128	10000.00
LLA :		
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS		
Labor provided for C&A development support		

BASE Funding 10000.00
Cumulative Funding 10000.00

MOD 01

400002	N6426710422359	240000.00
LLA :		
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS		
Certification and Accreditation Development Support		

Start-up activity

MOD 01 Funding 240000.00
Cumulative Funding 250000.00

MOD 02 Funding 0.00
Cumulative Funding 250000.00

MOD 03

400003	N6426710613621	10000.00
LLA :		
AB 97X4930 NH1M 000 77777 0 064267 2F 000000 RA20DEHV1226		
ESSM / Lifecycle Information Management Systems		

System 0047 Evolved SeaSparrow Missile Lifecycle Information Management System

T.I. #RA47.1

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400004 N6426710542991 25000.00
 LLA :
 AC 97X4930 NH1M 000 77777 0 064267 2F 000000 QA120K6D1121
 System 0037 Trouble Failure Reporting

TFR / SSPOMIS Network System

T.I. #QA37.1

Pe

400005 N6426710563187 15000.00
 LLA :
 AD 97X4930 NH1M 000 77777 0 064267 2F 000000 PA520PAB1524
 System 0006

T.I. #PA06.1

Period of Performance 6 January 2011 - 05 January 2012

400006 N6426710603514 10000.00
 LLA :
 AE 97X4930 NH1M 000 77777 0 064267 2F 000000 RA20DEGE1216
 Corona Weapons Information System / SMSMDS

Surface Missile System Maintenance Data System

T.I. #RA45.1

Pe

400007 N6426710603516 10000.00
 LLA :
 AE 97X4930 NH1M 000 77777 0 064267 2F 000000 RA20DEGE1216
 Corona Weapons Information Systems / SMSMDS / C

System 0046 Corona Weapons Information System - Classified Surface Missile System
 Maintenance Data System

T.I. #RA46.1

MOD 03 Funding 70000.00
 Cumulative Funding 320000.00

MOD 04

400008 N6426710422310 39360.00
 LLA :
 AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
 System: 0048 Command Virtual Server System (CVSS)

TI: CMD48.1

Required Delivery Date: 30 Sep 2011

400009 N6426710603487 59200.00
 LLA :
 AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
 System: 0002 Corona Unclassified RDT&E Network

TI: CMD02.1

Required Delivery Date: 30 Sep 2011

400010 N6426710603496 16750.00
 LLA :
 AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
 Ststem: 0005 Incentive Pay System (IPS)

TI: CMD05.1

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Required Delivery Date: 30 Sep 2011

400011 N6426710613578 25000.00
 LLA :
 AF 97X4930 NH1M 000 77777 0 064267 2F 000000 RA110EAQ0116
 System: 0040 Maintenance Figure of Merti - Classified (MFOM-C)

TI: RA40.1

Period of Performance: 14 Feb 2011 - 05 Jan 2012

400012 N6426710613587 30000.00
 LLA :
 AG 97X4930 NH1M 000 77777 0 064267 2F 000000 RA111EAQ0116
 System: 0043 Maintenance Figure of Merit - Unclassified (MFOM-U)

TI: RA43.1

Period of Performance: 14 Feb 2011 - 05 Jan 2012

400013 N6426710613588 35000.00
 LLA :
 AG 97X4930 NH1M 000 77777 0 064267 2F 000000 RA111EAQ0116
 System: 0042 MFOM-MRA Development Environment - Unclassified

TI: RA42.1

Period of Performance: 14 Feb 2011 - 05 Jan 2012

400014 N6426710623673 15000.00
 LLA :
 AG 97X4930 NH1M 000 77777 0 064267 2F 000000 RA111EAQ0116
 System: 0041 MFOM-MRA Development Environment - Classified

TI: RA41.1

Period of Performance: 14 Feb 2011 - 05 Jan 2012

400015 N6426710663900 10000.00
 LLA :
 AH 97X4930 NH1M 000 77777 0 064267 2F 000000 FT210TFA1216
 System: 0007 Target and Ranges Instrumentation Management System (TRIMS)

TI: FT07.1

Period of Performance: 1 Mar 2011 - 5 Jan 2012

400016 N6426710663901 10000.00
 LLA :
 AJ 97X4930 NH1M 000 77777 0 064267 2F 000000 FT210TFD1216
 System: 0007 Target and Ranges Instrumentation Management System (TRIMS)

TI: FT07.1

Period of Performance: 1 Mar 2011 - 5 Jan 2012

MOD 04 Funding 240310.00
 Cumulative Funding 560310.00

MOD 05

400017 N6426710422302 16803.00
 LLA :
 AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
 System: 0001 Information Web Service (CIWS)

TI: CMD01.1

Required Delivery Date: 30 Sep 2011

400018 N6426710422307 14118.00

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LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System: 0004 Automated Budget Module (ABM)

TI: CMD04.1

Required Delivery Date: 30 Sep 2011

400019 N6426710744548 15000.00

LLA :
AK 97X4930 NH1M 000 77777 0 064267 2F 000000 RA121EBH1126
System: 0044 Material Readiness Assessment - Unclassified (MRA_U)

TI: RA44.1

Period of Performance: 14 Feb 2011 - 05 Jan 2012

MOD 05 Funding 45921.00
Cumulative Funding 606231.00

MOD 06

400020 5000.00

LLA :
AL 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20DWCF1139
Standard Number: N6426711046486
TI# PA24.1
Period of Performance 1 MAR 2011 - 5 JAN 2012
0024 Corona Classified RDT&E Network (CCRN)

400021 15000.00

LLA :
AK 97X4930 NH1M 000 77777 0 064267 2F 000000 RA121EBH1126
Standard Number: N6426711056556
System 0049 MRA Development Environment UnClassified (MRA-U)
TI# RA49.1
Period of Performance: 14 FEB 2011 - 05 JAN 2012

400022 3000.00

LLA :
AM 97X4930 NH1M 000 77777 0 064267 2F 000000 PE0006PE511T
Standard Number: N6426711127083
TI # PE34.1
Period of Performance 1 JUN 2011 - 30 SEP 2011
System 0034 Engineering Calibration and Component System

400023 14537.88

LLA :
AN 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20DWAA1119
Standard Number: N6426711157131
TI # PA18.1
Period of Performance 1 APR 2011 - 5 JAN 2012
System 0018 NSWC Corona DDG 1000 DREN (C) System

600001 4800.00

LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
Standard Number: N6426710965915
TI # CMD00-1
ODC for 3 Laptops
Required Delivery Dat 31 May 2011

MOD 06 Funding 42337.88
Cumulative Funding 648568.88

MOD 07

400002 N6426710422359 (100000.00)

LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS

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Certification and Accreditation Development Support

Start-up activity

MOD 07 Funding -100000.00
Cumulative Funding 548568.88

MOD 08 Funding 0.00
Cumulative Funding 548568.88

MOD 09

400024 N6426711388656 10000.00
LLA :
AP 97X4930 NH1M 000 77777 0 064267 2F 000000 RA121EBJ1126
System 0049 MRA Development Environment (MRA-DEV)
TI RA49.1
POP 14 Feb 2011 - 5 Jan 2012

400025 N6426711388653 15000.00
LLA :
AP 97X4930 NH1M 000 77777 0 064267 2F 000000 RA121EBJ1126
System 0044 Material Readiness Assessment (MRA-U)
TI RA44.1
POP 14 Feb 2011 - 05 Jan 2012

MOD 09 Funding 25000.00
Cumulative Funding 573568.88

MOD 10

400026 N6426711600152 35000.00
LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
Audit Support per PWS 5.2.10.3.
TI: CMD.AU
Required Delivery Date 30 Sep 2011

400027 N6426711590020 10000.00
LLA :
AP 97X4930 NH1M 000 77777 0 064267 2F 000000 RA121EBJ1126
System 0039 CASREP Information System - Classidied (CIS-C)
TI: RA39.1
POP: 14 Feb 2011 - 05 Jan 2012

MOD 10 Funding 45000.00
Cumulative Funding 618568.88

MOD 11

400028 N6426711963335 5041.00
LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System : 0001 Information Web Service (CIWS)
Task Order : CMD01
TI : CMD01.2
Required Delivery Date : 30 Sep 2011

400029 N6426711802040 5041.00
LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System : 0001 Information Web Service (CIWS)
Task Order : CMD01
TI : CMD01.1
Required Delivery Date : 30 Sep 2011

400030 N6426712023930 15000.00
LLA :
AQ 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20DWH1139

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TI : PA24.1
Period of Performance : 1 Mar 2011 - 5 Jan 2012
System : 0024 Corona Classified RDT7E Network (CCRN)

400031 N6426711882627 10082.00
LLA :
AR 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20D6PA1470
TI : PA17.1
Period of Performance : 14 Jun 2011 - 30 Sep 2011
System : 0017 Secure VTC PIT

400032 N6426711721050 7000.00
LLA :
AS 97X4930 NH1M 000 77777 0 064267 2F 000000 MS400G031001
System : 0013 Metrology Data Systems (MDS)
TI : MS13.1
Period of Performance : 01 Mar 2011 - 05 Jan 2012

MOD 11 Funding 42164.00
Cumulative Funding 660732.88

MOD 12

400033 N6426712074404 7000.00
LLA :
AT 97X4930 NH1M 000 77777 0 064267 2F 000000 PA520PAB1529
TI#: PA06.1
Period of Performance: 6 Jan 2011 - 5 Jan 2012
System: 0006

400034 N6426712135037 15000.00
LLA :
AU 97X4930 NH1M 000 77777 0 064267 2F 000000 QA120K1D1121
TI#: QA37.1
Period of Performance: 1 Aug 2011 - 30 Sep 2011.
TFR/SSPOMIS Network System

400035 N6426712165386 6000.00
LLA :
AP 97X4930 NH1M 000 77777 0 064267 2F 000000 RA121EBJ1126
System 0039 CASREP Information System - Classified (CIS-C)
TI: RA39.1
Period of Performance: 14 Feb 2011 - 5 Jan 2012

400036 N6426712165382 15000.00
LLA :
AV 97X4930 NH1M 000 77777 0 064267 2F 000000 RA121EMQ0126
System 0044 Material Readiness Assessment Unclassified (MRA-U)
TI: RA44.1
Period of Performance: 14 Feb 2011 - 5 Jan 2012

MOD 12 Funding 43000.00
Cumulative Funding 703732.88

MOD 13

400037 N6426712246184 20000.00
LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System: 0001 Information Web Service (CIWS)
TI: CMD 01.1-2
Required Delivery Date: 30 Sep 2011

400038 N6426712246185 25000.00
LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
PWS 5.2.10.3
TI: CMD AU-1
Required Delivery date: 30 Sep 2011

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MOD 13 Funding 45000.00
Cumulative Funding 748732.88

MOD 14

400039 N6426712236080 3865.00
LLA :
AW 97X4930 NH1M 000 77777 0 064267 2F 000000 PA411WST1419
TI: PA29.1
POP: 3 Aug 2011 - 30 Sep 2011
Strike Warfare Flight

400040 N6426712286577 9314.28
LLA :
AX 97X4930 NH1M 000 77777 0 064267 2F 000000 PA001WKC1226
TI: PA25.1
System: 0025 Distributed Engineering Plant (DEP)
POP: 1 Mar 2011 - 5 Jan 2012

400041 N6426712296737 2000.00
LLA :
AY 97X4930 NH1M 000 77777 0 064267 2F 000000 RA200EGE1216
Corona Weapons Information System / SMSMDS
System 0045
TI: RA45.1
POP: 1 Mar 2011 - 31 Dec 2011

MOD 14 Funding 15179.28
Cumulative Funding 763912.16

MOD 15

400010 N6426710603496 (8000.00)
LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
Ststem: 0005 Incentive Pay System (IPS)

TI: CMD05.1

Required Delivery Date: 30 Sep 2011

400042 N6426712387644 1544.00
LLA :
AZ 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20DPCD1139
TI: PA24.1
POP: 1 Mar 2011 - 5 Jan 2012
System: 0024 Classified RDT&E Network (CCRN)

400043 N6426712387645 1306.00
LLA :
AZ 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20DPCD1139
TI: PA24.1
POP: 1 Mar 2011 - 5 Jan 2012
System: 0024 Classified RDT&E Network (CCRN)

400044 N6426712387646 1658.00
LLA :
BA 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20DPCL1139
TI: PA24.1
POP: 1 Mar 2011 - 5 Jan 2012
System: 0024 Classified RDT&E Network (CCRN)

400045 N6339412387647 1134.00
LLA :
BB 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20DPNC1139
TI: PA24.1
POP: 1 Mar 2011 - 5 Jan 2012
System: 0024 Classified RDT&E Network (CCRN)

400046 N6426712437768 10000.00

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LLA :
AF 97X4930 NH1M 000 77777 0 064267 2F 000000 RA110EAQ0116
TI: RA40.1
POP: 14 Feb 2011 - 5 Jan 2012
System: 0040 Maintenance Figure of Merit - Classified (MFOM-C)

400047 N6426712447826 10000.00

LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System: 004 ABM
TI: CMD04
RDD: 5 Jan 2012

400048 N6426712437803 25000.00

LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System: 001 FTDIMS/CIWS
TI: CMD01.2
RDD: 5 Jan 2012

400049 N6426712437804 35000.00

LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System: 002 CURN
TI: CMD02
RDD 5 Jan 2012

400050 N6426712447827 30000.00

LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System: 0048 CVSS
TI: CMD48
RDD: 5 Jan 2012

400051 N6426712447828 35000.00

LLA :
AA 97X4930 NH1M 000 77777 0 064267 2F 000000 IT0004IT51IS
System: 00AU Audit Support
TI: CMDAU
RDD: 5 Jan 2012

MOD 15 Funding 142642.00
Cumulative Funding 906554.16

MOD 16

400052 N6339412507985 5000.00

LLA :
AT 97X4930 NH1M 000 77777 0 064267 2F 000000 PA520PAB1529
TI: PA06.1
POP: 6 Jan 2011 - 5 Jan 2012
System 0006

400053 N6426712437769 10000.00

LLA :
AG 97X4930 NH1M 000 77777 0 064267 2F 000000 RA111EAQ0116
System: 0041 MFOM-MRA Development Environment - Classified
TI: RA41.1
POP: 14 Feb 2011 - 5 Jan 2012

400054 N6426712518021 20000.00

LLA :
BC 97X4930 NH1M 000 77777 0 064267 2F 000000 PA20DWJQ1219
TI: PA50.1
POP: 1 Apr 2011 - 5 Jan 2012
System: 0050 Corona Secure Defense Research and Engineering Network (CSDREN)

400055 N6426712638587 10000.00

LLA :
AY 97X4930 NH1M 000 77777 0 064267 2F 000000 RA200EGE1216

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System: 0045 Corona Weapons Information System
TI: RA45.1
POP: 1 mar 2011 - 31 Dec 2011

MOD 16 Funding 45000.00
Cumulative Funding 951554.16

MOD 17

400056 N6426712658800 25000.00
LLA :
AH 97X4930 NH1M 000 77777 0 064267 2F 000000 FT210TFA1216
System - TRIMS
POP: 28 Sep 2011 - 31 Jan 2012
TI: FT07.1
2410(a) approval granted

400057 N6426712658811 10000.00
LLA :
AF 97X4930 NH1M 000 77777 0 064267 2F 000000 RA110EAQ0116
System: 0040 Maintenance Figure of Merit - Classified (MFOM-C)
TI: RA40.1
POP: 14 Feb 2011 - 5 Jan 2012

400058 N6426712658815 10000.00
LLA :
AF 97X4930 NH1M 000 77777 0 064267 2F 000000 RA110EAQ0116
System: 0041 MFOM-MRA Development Environment - Classified
TI: RA41.1
POP: 14 Feb 2011 - 05 Jan 2012

400059 N6426712658818 10000.00
LLA :
AF 97X4930 NH1M 000 77777 0 064267 2F 000000 RA110EAQ0116
System: 0042 MFOM Development Environment - Unclassified
TI: RA42.1
POP: 14 Feb 2011 - 05 Jan 2012

400060 N6426712658820 10000.00
LLA :
AG 97X4930 NH1M 000 77777 0 064267 2F 000000 RA111EAQ0116
System: 0043 Maintenance Figure of Merit - Unclassified (MFOM-U)
TI: RA49.1
POP: 14 Feb 2011 - 05 Jan 2012

MOD 17 Funding 65000.00
Cumulative Funding 1016554.16

MOD 18 Funding 0.00
Cumulative Funding 1016554.16

MOD 19

400061 N6426713120020 5000.00
LLA :
BD 97X4930 NH1M 000 77777 0 064267 2F 000000 PA411WSE2411
TI#: PA06.1
POP: 6 Jan 2011 - 5 Jan 2012
System: 0006

400062 N6426713140118 8500.00
LLA :
BE 97X4930 NH1M 000 77777 0 064267 2F 000000 QA120K6D2121
TI#: QA37.1
POP: 14 Feb 2011 - 5 Jan 2012
System: 0037 Trouble Failure Reporting

MOD 19 Funding 13500.00

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Cumulative Funding 1030054.16

MOD 20

400013 N6426710613588 (12000.00)
 LLA :
 AG 97X4930 NH1M 000 77777 0 064267 2F 000000 RA111EAQ0116
 System: 0042 MFOM-MRA Development Environment - Unclassified

TI: RA42.1

Period of Performance: 14 Feb 2011 - 05 Jan 2012

MOD 20 Funding -12000.00
 Cumulative Funding 1018054.16

MOD 21

400062 N6426713140118 (1500.00)
 LLA :
 BE 97X4930 NH1M 000 77777 0 064267 2F 000000 QA120K6D2121
 TI#: QA37.1
 POP: 14 Feb 2011 - 5 Jan 2012
 System: 0037 Trouble Failure Reporting

MOD 21 Funding -1500.00
 Cumulative Funding 1016554.16

MOD 22

400034 N6426712135037 (0.03)
 LLA :
 AU 97X4930 NH1M 000 77777 0 064267 2F 000000 QA120K1D1121
 TI#: QA37.1
 Period of Performance: 1 Aug 2011 - 30 Sep 2011.
 TFR/SSPOMIS Network System

400061 N6426713120020 (3322.59)
 LLA :
 BD 97X4930 NH1M 000 77777 0 064267 2F 000000 PA411WSE2411
 TI#: PA06.1
 POP: 6 Jan 2011 - 5 Jan 2012
 System: 0006

MOD 22 Funding -3322.62
 Cumulative Funding 1013231.54

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

Applicable to all procurements except craft and shipbuilding procurements. Paragraph (d) applies to hardware procurements and should be otherwise eliminated. Other definitions may be included if required.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort per period of performance specified in the next sentence in the performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order is estimated to be **96,000** total man-hours of direct labor, for the base year and all option years including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this task order.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this task order and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this task order shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term

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hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this task order and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by task order modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee (Required LOE - Expended LOE)}/\text{Required LOE}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an under run in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. /an alternate worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to the employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is

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furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC CORONA

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC Corona buildings, including temporary buildings.

CERTIFICATION OF NON-DISCLOSURE STATEMENT

Non-Disclosure Agreement (NDA). Contractor personnel occupying NSWC Corona facilities and contractor personnel who routinely visit NSWC Corona facilities, may, at the Government's discretion, be required to sign a Non-Disclosure Agreement (NDA) to protect any unclassified Government financial or other business sensitive information they may become aware of through proximity to Government personnel and spaces. If required, the COR shall issue NDAs to the contractor, who will return signed NDAs to the COR within three business days.

Contractor shall provide to the Procurement Contracting Officer (PCO), a Non-Disclosure Statement from all contractor personnel working on-site at NSWC Corona following award and upon start of work in any or all NSWC Corona buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and organizational code supported.

NSWC CORONA CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice before requested participation. Contractor expenses incurred during these events will be paid by the Government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the Government. In addition, the contractor shall report contractor generated process improvements (not resulting from Government conducted lean events) and report associated cost savings to the Government.

NSWC CORONA- POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at NSWC, Corona Division, 1999 Fourth Street, Bldg 509 Conference Room.

(b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

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5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract sub line item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

Information to be provided within each incremental funding modification in the Subcontract Line Item Number (SLIN) description.

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 4000 to 4300 and 7000 and 6000 to 6300 and 9000 are not fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) **Performance of the work hereunder may be subject to written technical instructions** signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract 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 contract.

(c) If, in the opinion of the contractor, any technical instruction calls for effort outside the scope of the contract 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 this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the contractor from performing that portion of the contractual work statement that is not affected by the disputed technical instruction.

WAGE DETERMINATION

The Department of Labor wage determination for Riverside California, Wage Determination No. 2005-2054 Revision No. 11, dated 15 June 2010 and Seal Beach California, Wage Determination No. 2005-2047 Revision No. 11, dated 15 June 2010 are provided as (Attachment 8) to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your direct labor cost proposal.

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NOTE: Escalation of rates in the option years for labor categories under the SCA is not allowable. If a new wage determination is incorporated via issuance of a modification, adjustment may be made to the extent that the increase is made to comply with or the decrease is voluntarily made by the contractor as a result of the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

Compliance

The contractor shall submit completed I-9 Forms on all employees working on awarded contract. The Immigration Reform and Control Act ([IRCA](#)) legally mandates that U.S. employers verify the employment eligibility status of newly-hired employees and makes it unlawful for employers to knowingly hire or continue to employ unauthorized workers.

FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION. (Jan 2009)

a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at [2.101](#));

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at [22.1803](#). An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in [2.101](#), entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States”, as defined in [8 U.S.C. 1101\(a\)\(38\)](#), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

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- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
- (i) All new employees.
- (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at [20 U.S.C. 1001\(a\)](#)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b) (1) or (b) (2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
- (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

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(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) Is for—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

HOURS OF WORK

Normal Working Hours - Normal hours of operation are Monday through Friday between 0600 and 1800. The contractor is required to work eight hours a day five days a week.

Hours of Operation - The contractor may be authorized to work outside of the normal working hours for emergency requirements (overtime hours). Contracting Officer's approval is required for work outside of normal working hours and any overtime hours to be worked.

Closed Days – Days when NSWC Corona is not in operation are referred to as “closed days”. All closed days will be designated by the Commanding Officer, NSWC Corona. The contractor will not be allowed to work at NSWC Corona during designated closed days, unless identified by the Contracting Officer Representative (COR) as essential personnel. The contractor may be authorized to work outside of these hours for emergency requirements. Contracting Officer's approval is required for overtime hours.

Extraordinary day off - wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the contractor shall continue to provide contracted services in accordance with the requirement until and unless necessary access to Government buildings, ships, sites and other facilities is precluded due to absence of Government personnel.

If the contractor personnel are unable to conduct their work at an assigned Government work place due to an extraordinary day off or excused leave for Government employees, the contractor or any subcontractors may, at their discretion, continue work at another appropriate facility if possible or else grant paid or unpaid leave to its affected employees in accordance with their company policies or any collective bargaining agreement (CBA) that may apply.

If the use of alternative facilities will raise the costs of performing the requirement beyond the prices contracted with the Government under this requirement, the contractor shall first notify the contracting officer and request authorization to proceed. The contractor is not authorized to purchase or rent alternative facilities to accommodate extraordinary leave without such advance authorization from the contracting officer.

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Holidays – The contract clauses establish approved Government holidays. Contractor management has the option of allowing its employees to work at the off-site facility if appropriate.

PLACE OF PERFORMANCE

The Contractor shall perform work at locations including but not limited to:

NSWC Corona, CA

NSWC Corona Detachment Seal Beach, CA

And the Contractor's facility.

The Contractor may perform work under this PWS at the NSWC Corona detachment sites at Pacific Missile Range Facility (PMRF) Barking Sands, HI, Pearl Harbor, HI, and Surface Combat Systems Center (SCSC) Wallops Island, VA. The Contractor shall utilize SIPRNET, NMCI/NGEN and NIPRNET connectivity to support these remote sites without having to physically go to these sites.

Emergency Operations

In the event normal access to any part of the NSWC Corona or any Government-owned remote site or travel destination is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, civil unrest, or other emergencies resulting in Government personnel being dismissed or dispersed to other facilities, affected contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the contractor. The contractor shall communicate with the Contracting Officer Representative (COR) as soon as is safely possible to determine whether and when Government facilities may be once again available for use by appropriate contractor personnel. If the COR cannot be reached, the contractor shall contact the Contracting Officer. If Government facilities cannot be made available for contractor use by the start of the following business day, contractor personnel shall be relocated as directed by the contractor who shall confer with the Contracting Officer at the earliest possible opportunity to make alternative facility arrangements for the continuation of contracted work.

When contractor personnel cannot access Government facilities for reasons described in paragraph above, contractor personnel shall continue performing the requirement of this PWS at the contractor facility or one or more alternative locations unless such performance is impossible due to safety, security, technical and cost considerations.

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SECTION I CONTRACT CLAUSES

SECTION I

CONTRACT CLAUSES

In accordance with the SeaPort-e Multiple Award basic contract for Cost Plus Fixed Fee Task Orders.

CLAUSES BY REFERENCE:

52.215-22	LIMITATIONS ON PASS-THROUGH CHARGES —IDENTIFICATION OF SUBCONTRACT EFFORT	OCT 2009
52.215-23	LIMITATION ON PASS-THROUGH CHARGES	OCT 2009
52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET ASIDE	JUN 2003
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY 2004
52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC1996
52.222-3	CONVICT LABOR	JUN 2003
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER	SEP 2006
52.222-41	SERVICE CONTRACT ACT OF 1965 ELIGIBLE VETERANS	NOV 2007
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	AUG 2003
52.223-10	WASTE REDUCTION PROGRAM	AUG 2000
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	AUG 2003
52.244-2	SUBCONTRACTS	JUN 2007
52.244-2	SUBCONTRACTS (ALTERNATE I)	JUN 2007
252.215-7003	EXCESSIVE PASS-THROUGH CHARGES - IDENTIFICATION OF SUBCONTRACT EFFORT	APR 2007
252.215-7004	EXCESSIVE PASS-THROUGH CHARGES	APR 2007
252.223-7004	DRUG FREE WORK FORCE	SEP 1988
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF AND HAZARDOUS MATERIALS	APR 1993
252.239-7001	INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION	JAN 2008

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (Jul 2010)

(a) Definitions. As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

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“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public; therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsr.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor’s parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor’s physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor’s primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

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(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.frs.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

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(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDIQ contract is subject to the exercise of Option 1 of the basic IDIQ contract.

Option One

CLIN 4100 – 6 January 2012 - 5 January 2013

CLIN 6100 – 6 January 2012 - 5 January 2013

Option Two

CLIN 4200 – 6 January 2013 - 5 January 2014

CLIN 6200 – 6 January 2013 - 5 January 2014

Option Three

CLIN 4300 – 6 January 2014 - 5 January 2015

CLIN 6300 – 6 January 2014 - 5 January 2015

Option Four

CLIN 7000 – 6 January 2015 - 5 January 2016

CLIN 9000 – 6 January 2015 - 5 January 2016

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

NOTE: The last option year period may not go beyond the contractor's basic contract's period of performance, and is contingent upon the SeaPort-e Multiple Award Contract (MAC) Option exercise.

52.222-2 Payment for Overtime Premiums. (July 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed **TBD** 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

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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 multi-shift operations or by employing additional personnel.

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

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

**This Statement is for Information Purposes Only:
It is not a Wage Determination**

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

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 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

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each

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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.

5252.245-9106 FACILITIES TO BE GOVERNMENT-FURNISHED (COST-REIMBURSEMENT) (SEP 2009)

(a) The estimated cost and fee, if any, and delivery schedule set forth in this contract contemplate the rent-free use of the facilities identified in paragraph (b) below and in paragraph (d) (applicable only for research and development contracts) if such paragraph (d) is added to this requirement. If the Government limits or terminates the Contractor's rent-free use of said facilities, and such action affects the ability of the Contractor to perform this contract in accordance with its terms and conditions, then an equitable adjustment in the estimated cost and fee, if any, or delivery schedule, or both, shall be made pursuant to the clause entitled "CHANGES--COST-REIMBURSEMENT" (FAR 52.243-2), provided, however, that if the limitation or termination is due to failure by the Contractor to perform its obligations under this contract, the Contractor shall be entitled only to such adjustment as the Contracting Officer determines as a fact to be appropriate under the circumstances.

(b) The Contractor is authorized to acquire or use the facilities described below upon the prior written approval of the cognizant Contract Administration Office, which shall determine that such facilities are required to carry out the work provided for by this contract. Immediately upon delivery of each item of approved facilities to the Contractor's plant, the Contractor shall notify the cognizant Contract Administration Office of the receipt of such facilities owned by the Government, which shall be made a part of the plant account assigned to the Contractor at that location.

DESCRIPTION AND IDENTITY OF FACILITIES

The Government will provide up to six (6) workspaces at NSWC Corona with at least one Naval Marine Corps Intranet (NMCI) computer and telephone for contractor use.

(c) In the event there is in existence a facilities management contract effective at the same plant or general location, the facilities provided hereunder shall be made subject to all the terms and conditions of the facilities management contract.

*(d) In addition to those items of facilities identified in paragraph (b), above, the following items may be required for the complete performance of the work called for by this contract:

ADDITIONAL ITEMS OF FACILITIES

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Accordingly, the right of the parties to agree upon such additional facilities during the term of performance of this contract is hereby expressly reserved.

(End of Text)

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SECTION J LIST OF ATTACHMENTS

Applicable Directives

NSWC Corona IT Systems

NSWC Corona CA Status

Contract Security Classification Specification (DD254)

Quality Assurance Surveillance Plan (QASP)

Contract Data Requirements List (CDRL)

A001 Financial Reporting

A002 Personnel Changes and Qualifications Report

A003 C & A Packages Format

A004 System Validation Schedule

A005 FISMA Annual Review and Test

A006 Documentation Delivery Schedule

A008 Audit Responses

Department of Labor Wage Determination 2005-2054 Rev. 11

Department of Labor Wage Determination 2005-2047 Rev. 11

Technical Instruction Form

A007 System Remediation Report