

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
04

3. EFFECTIVE DATE  
31-Mar-2015

4. REQUISITION/PURCHASE REQ. NO.  
1300403394-0003

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY  
CODE

7. ADMINISTERED BY (If other than Item 6)  
CODE

N66001

S0514A

SPAWAR Systems Center, Pacific  
53560 Hull Street  
San Diego CA 92152-5001  
michael.d.reiners2@navy.mil 619-553-3388

DCMA SAN DIEGO  
7675 DAGGET STREET, SUITE 200  
SAN DIEGO CA 92111-2241

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Epsilon Systems Solutions 9242 Lightwave Ave., Suite 100 San Diego CA 92123-6404		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4048-7N01
		10B. DATED (SEE ITEM 13) 19-Mar-2014
CAGE CODE 1HQ30	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 checked="" type="checkbox"/>	FAR 43.103(b); FAR 17.207
<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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Ashley, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Robert Ashley (Signature of Contracting Officer)	16C. DATE SIGNED 30-Mar-2015
(Signature of person authorized to sign)			

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 exercise and fund option 1 of the Maritime Domain Awareness project in accordance with the Task order Work Statement. Accordingly, said Task Order is modified as follows: Option 1 CLIN is now changed to 'Exercised' A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,197,555.00 by \$369,470.00 to \$1,567,025.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400101	O&MN,N	0.00	369,470.00	369,470.00

The total value of the order is hereby increased from \$1,402,224.58 by \$492,627.17 to \$1,894,851.75.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4001	0.00	492,627.17	492,627.17

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

CLIN/SLIN	From	To
4001	3/19/2015 - 3/18/2016	3/25/2015 - 3/24/2016
6001	3/18/2015 - 3/17/2016	3/25/2015 - 3/24/2016

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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	AD24	Labor for Maritime Domain Awareness (MDA) fielded Software Service Activity (SSA). Base Year effort in accordance w/ PWS, Section C & Contract Data Requirements List (CDRL) DD1453,Section J Exhibit 1 (O&MN,N)	1.0	LO	██████████	██████████	\$1,117,224.58
400001	AD24	DIRECT LABOR (O&MN,N)					
400002	AD24	DIRECT LABOR (O&MN,N)					
400003	AD24	DIRECT LABOR (O&MN,N)					
4001	AD24	Labor for Maritime Domain Awareness (MDA) fielded Software Service Activity (SSA). Option Year 1 effort in accordance w/ PWS, Section C & Contract Data Requirements List (CDRL) DD1453,Section J Exhibit 1 (O&MN,N)	1.0	LO	██████████	██████████	\$492,627.17
400101	AD24	DIRECT LABOR (O&MN,N)					
4002	AD24	Labor for Maritime Domain Awareness (MDA) fielded Software Service Activity (SSA). Option Year 2 effort in accordance w/ PWS, Section C & Contract Data Requirements List (CDRL) DD1453,Section J Exhibit 1 (Fund Type - TBD)  Option	1.0	LO	██████████	██████████	\$504,392.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	AD24	ODCs for Maritime Domain Awareness (MDA) fielded Software Service Activity (SSA). Basic Year effort in accordance w/ PWS, Section C & Contract Data Requirements List (CDRL) DD1453,Section J Exhibit 1 (O&MN,N)	1.0	LO	██████████
600001	AD24	ODC (O&MN,N)			
6001	AD24	ODCs for Maritime Domain Awareness (MDA) fielded Software Service Activity (SSA). Option Year 1 effort in accordance w/ PWS, Section C & Contract Data Requirements List (CDRL) DD1453,Section J Exhibit 1 (Fund Type - TBD)  Option	1.0	LO	██████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6002	AD24	ODCs for Maritime Domain Awareness (MDA) fielded Software Service Activity (SSA). Option Year 2 effort in accordance w/ PWS, Section C & Contract Data Requirements List (CDRL) DD1453, Section J Exhibit 1 (Fund Type - TBD)  Option	1.0	LO	██████████

**B-1 ADDITIONAL SLINS**

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

**B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (VARIATION) (JULY 2009) (5252.216-9205)**

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is 19,500. The 19,500 direct labor hours include 0 uncompensated overtime labor hours.

CLIN	HOURS
4000	10,000
4001	4,750
4002	4,750

(b) Computation of Fee.

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

(c) Modifications.

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

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

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the below rates per labor hour invoiced by the contractor subject to the contract's "Fixed Fee"

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clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

CLIN      Fee Rate Per Hour

4000	██████████
4001	██████████
4002	██████████

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

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

**B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)**

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

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
4000	██████████
4001	██████████

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
<u>4000</u>	\$ 1,050,728.06	3/19/14 through 3/17/2015
<u>6000</u>	\$ 81,000.00	3/19/14 through 6/30/2014
<u>4001</u>	\$ 347,152.02	3/26/15 through 12/24/2015

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C-1 SPECIFICATIONS/STATEMENT OF WORK**

Work under this task order shall be performed by KAB Laboratories Inc. in accordance with the Performance Work Statement (PWS) and Attachment No.1 Contract Data Requirements List (CDRL).

**Performance Work Statement (PWS)  
MARITIME DOMAIN AWARENESS (MDA)  
FIELDER SOFTWARE SUPPORT ACTIVITY (SSA)  
29 October 2013**

#### **1.0 INTRODUCTION**

The Department of the Navy, Space and Naval Warfare System Center Pacific (SSC Pacific) is acquiring Software Support Activity (SSA) services for the Maritime Domain Awareness (MDA) Fielded software in support of the Program Executive Office Command, Control, Communications, Computers and Intelligence (PEO C4I).

#### **2.0 BACKGROUND**

The MDA Fielded project was initiated to address critical gaps (e.g., data fusion, data mining, and data sharing) that exist in the ability to identify and prioritize worldwide maritime threats. PEO C4I (PMW 120) is the Program Manager for sustaining MDA fielded capabilities, which include regular updates to the MDA Fielded software that address validated deficiencies. PEO C4I selected PMW 120 as the decision authority for the MDA Fielded project via the MDA Fielded Project Definition Document (PDD) of 9 November 2009. MDA fielded capabilities are currently provided through an Enterprise Node (EN), which supports user access via a web browser, and machine-to-machine interaction through web services.

The MDA Fielded project involves the identification and assessment of maritime-related threats, emanating from vessels, cargo, or people. The MDA Fielded project has progressed beyond the equivalent of a full rate production acquisition decision and the Deputy Assistant Secretary of the Navy (DASN) (C4I) and DASN legal representatives concurred with managing the sustainment of MDA Fielded as a project within PEO C4I during the MDA Spiral 1 Acquisition Coordination Team (ACT) meeting of 15 July 2009. Assistant Secretary of the Navy (Research, Development, and Acquisition) (ASN (RDA)) authorized PEO C4I to sustain the fielded MDA Spiral 1 Prototype capability until it is replaced by, or transitioned into, a program of record via Department of Navy Maritime Domain Awareness Spiral 1 Prototype Build Decision Memorandum #4 of 5 October 2009.

SSC Pacific has been designated as the MDA Fielded project Software Support Activity (SSA). The SSA is currently operational and is located at SSC Pacific's Seaside campus, in Building 605, Laboratory 214. The role of the SSA is to provide an environment for sustaining, testing, and enhancing the MDA Fielded software. The effort under this PWS consists of providing technical support, software and hardware maintenance, and addressing deficiencies in the MDA Fielded system.

To support user requirements for a fused global picture, the MDA Project Office fielded an Enterprise Node (EN) hosting MDA software in early FY 2011, which established the baseline version of the MDA Fielded system to be sustained. The MDA EN is deployed at the National Maritime Intelligence Center (NMIC) in Suitland, MD.

#### **3.0 SCOPE**

The contractor shall provide MDA software and hardware maintenance, and support at the MDA Fielded project Software Support Activity (SSA) located at SSC Pacific's Seaside campus, in Building 605, Laboratory 214. The scope of this order includes technical support, software and hardware maintenance operations and updates to the MDA Fielded capability as required to support all MDA software, hardware

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and interfaces; and maintain all applicable Information Assurance (IA) and Interoperability certifications.

#### 4.0 APPLICABLE DOCUMENTS

- IEEE/EIA 12207.0, Standard for Information Technology – Software life cycle processes March 1998
- IEEE/EIA 12207.2, Standard for Information Technology – Software life cycle processes – Implementation considerations April 1998
- Application Security and Development, Security Technical Implementation Guide, Version 3, Release 4, 28 October 2011, Developed by DISA for the DoD
- Maritime Domain Awareness DEIP As-Built System Design Description Part 1 – Text, (N65236-MDA-SSDD-0004) Version 1.1, January 2010
- Maritime Domain Awareness DEIP As-Built System Design Description Part 2 – Unified Modeling Language (UML), (N65236-MDA-SSDD-0003), Version 1.1, January 2010
- Maritime Domain Awareness (MDA) Spiral 1 Prototype (SP1P) Enterprise Node (EN) System Design Review Presentation (PDF), 22 September 2009
- Maritime Domain Awareness (MDA) Spiral 1 Prototype (SP1P), Enterprise Node Prototype (ENP), Technical Exchange Meeting Presentation (PDF), 2 March 2010
- Project Definition Document (PDD) for Maritime Domain Awareness Fielded Battlespace Awareness and Information Operations (PMW 120), 9 November 2009
- Configuration Management Plan for AN/USY-3(V) Maritime Domain Awareness (MDA) Prototype Project, (N65236-MDA-CMP-0001), Version 1.0, 12 February 2009
- Maritime Domain Awareness (MDA) DEIP Enterprise Node (EN) System Subsystem Design Description, Version 1.1.1, 31 May 2012

#### 5.0 PERFORMANCE REQUIREMENTS

The contractor shall provide Software Support Activity (SSA) services in the work areas listed below. The Contractor shall ensure that all personnel performing this task maintain the IA certifications required to support MDA. Contractor personnel working this task order shall have the requisite experience with the Microsoft .NET environment, Oracle databases, C#, Visual Basic (VB), Java, JavaScript, and Microsoft Internet Information Services (IIS) to support MDA Fielded software, and the hardware suite hosting the MDA software applications. In performance of this task order, the contractor shall produce structured software, hardware engineering and program management processes that support an effective and quality operational environment. The Contractor shall utilize industry best practices, standards, and guidelines for reuse, security, and interoperability with appropriate systems and network architectures. The Contractor shall document all software, hardware products and interfaces produced or altered in performance of this order. The contractor shall ensure that all updated baseline versions of the software and hardware maintain all IA and Interoperability certifications.

##### 5.1 Technical Support (O&MN)

**5.1.1 Description.** The contractor shall perform problem report/change request investigation, change proposal development, test environment support, and Independent Validation and Verification (IV&V) support. As MDA Project Integrated Product Team (IPT) members, Contractor personnel shall communicate/collaborate with the MDA IPTs and attend technical exchange meetings as required, to support the execution of program requirements. The Contractor shall monitor the evolution of relevant technologies on an as needed basis, to evaluate progress and make recommendations to the Government regarding possible inclusion in the current software and hardware baseline. Contractor submitted recommendation packages shall include performance, schedule, and cost estimates and metrics in



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accordance with the MDA Configuration Management (CM) process as outlined in the MDA CM Plan (referenced in section 4.0 Applicable Documents).

The contractor shall investigate problem reports and change requests; and develop change proposal recommendations. Contractor submitted recommendation packages shall include performance, schedule, and cost estimates and metrics in accordance with the MDA CM process. The contractor shall submit documentation for all proposed MDA Fielded software and hardware updates or changes to the MDA Local Change Control Board (LCCB) for review and approval in accordance with the MDA CM Plan.

The contractor shall utilize and apply the Department of Defense (DoD) Information Assurance Certification and Accreditation Process (DIACAP) guidance and compliance for systems and network architectures in performance of this work. The contractor shall provide Subject Matter Expert (SME) services related to MDA Fielded software for Government IV&V of software modifications, as required. The contractor shall install, integrate and conduct system operations and verification tests on software and hardware upgrades at both the local lab site in San Diego and the EN in Suitland, MD. The contractor shall provide IA project support regarding policies, procedures, documentation and system updates related to information assurance, including appropriate certification and system testing, and achieving certification and accreditation.

The contractor shall support MDA performance and load testing. Using tools, such as WAPT Pro, a licensed, commercial application, the contractor shall develop scripts that facilitate performance and load testing of the MDA Fielded software. The contractor shall document the results of this testing.

## 5.2 Software Maintenance, Changes and Enhancements (O&MN)

**5.2.1 Description.** The contractor shall make corrective changes and enhancements to the MDA Fielded software (CDRL A002) hosted on the Enterprise Node (EN). Successful performance of EN support requires the Contractor to focus on identification and assessment of maritime-related threats from vessels, cargo, and people. A critical function of the system will be the input and processing of maritime domain data. The contractor shall work with the government to identify applicable and relevant sources of maritime data, both government and commercial.

The contractor shall make corrective changes and enhancements to the MDA Fielded software, based on Government input. The required changes and inputs shall:

- Address identified defects and deficiencies.
- Improve performance or other non-functional requirements such as (but not limited to) interoperability, maintainability, reliability, and stability.
- Incorporate security fixes and upgrades as required.

The contractor shall support portability of the MDA Fielded software to new operating environments as required. These software modifications (e.g., enhancements to NASA World Wind software components) support full functionality for users residing on operational networks such as Navy/Marine Corps Intranet (NMCI), OCONUS Navy Enterprise Network (ONE-NET), or other DoD and US Coast Guard networks. As changes and enhancements are made to the software baseline, the contractor shall deliver updated source code and all associated work products to the Government's Software Support Activity (SSA) laboratory, SSC-Pacific, Building 605, lab 214.

## 5.3 Hardware Maintenance and Upgrades (O&MN)

**5.3.1 Description.** The contractor shall provide hardware system maintenance, as required, to maintain the operational posture of the EN (both the local lab node at SSC Pacific and the production node at the NMIC) and ensure suitable performance and availability. Contractor shall assess maintenance issues and recommend hardware component replacement and/or upgrades to the Government, as necessary. Recommendation packages shall include a detailed hardware list, with identified quantities, costs, and lead-times to the Government for approval. Documentation of hardware maintenance issues and recommended work (CDRL A007) under this requirement shall include hardware changes that:

- Correct identified defects and deficiencies.
- Replace failed components.

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- Improve performance or other attributes that enhance the quality of the MDA Fielded software.
- Incorporate new technologies, functionalities, and security upgrades as needed to meet minimum performance levels as defined by the Government.

#### 5.4 Documentation Support (O&MN)

**5.4.1 Description.** The contractor shall update and maintain applicable documentation including the Software Version Description (SVD) (CDRL A003); the System Subsystem Design Description (SSDD) (CDRL A004), and documentation for software maintenance and enhancements (CDRL A006) as required by maintenance, changes, and enhancements to the MDA Fielded software and the EN. The contractor shall work with the Configuration Manager Lead to update and maintain applicable hardware documentation.

#### 5.5 Software Delivery (O&MN)

**5.5.1 Description.** The contractor shall deliver all software source code application releases to the MDA Fielded Project Office In Accordance With (IAW) Contract Data Requirements List, DD Form 1423-1 (CDRL A002), using the following Government Equipment.

- NIPRNet computers in the MDA SSA Lab for contractor use
- SIPRNet computers in the MDA SSA Lab for contractor use
- EN Node hardware in the MDA SSA Lab for development and testing

To be consistent with Navy Logistics operations, the contractor shall utilize the Configuration Management Professional (CMPRO) commercial-off-the-shelf (COTS) software package to create and track trouble reports, archive documents and software builds, as well as to provide visibility into the software sustainment process for management reviews.

#### 5.6 Program Management (O&MN)

**5.6.1 Description.** The contractor shall submit a Management Plan (CDRL A005) for government approval, prior to implementation. The plan shall ensure that work under this contract is managed effectively and efficiently. The Management Plan shall indicate how the contractor shall ensure effective management of cost, schedule, and performance. The Management Plan shall indicate how the contractor shall adhere to the MDA CM process as outlined in the MDA CM Plan. The contractor shall be responsible for ensuring that hardware and software technical support; maintenance, corrective changes, and enhancement tasks are IAW DoD and PEO C41 (PMW 120) policies and guidelines; and that the contractor's test management, cost accounting, and quality assurance measures, all adhere to DoD policies and guidelines.

The contractor shall provide Monthly Status Reports (MSR) to the Government (CDRL A001). The contractor shall contribute to a government maintained Risk Matrix. Risk matrix support requires the contractor to identify design, schedule, technical, resource, and program element risks. The contractor's identified risks shall include likelihood and consequence estimates along with proposed mitigation strategies.

The contractor shall provide input to a government maintained Integrated Master Schedule (IMS) by logically networking detailed program activities. The schedule shall contain the planned events and milestones, accomplishments, and activities from award to completion of the contract. The IMS shall reflect the tasks, dates (baseline and forecast), external and internal dependencies, and relationships necessary to achieve contract milestone delivery dates. The contractor shall quantify risk in hours, days, or weeks of delay and provide optimistic, pessimistic, and most likely duration for each IMS activity and event. Contractor input to the IMS shall have the following minimum characteristics:

- Provide the necessary detail, so that critical, near-critical, and high-risk efforts are identified and planned realistically to assure executability.
- Include the relevant information on all activities, including those of subcontractors and suppliers.
- Present a current, integrated view of scheduled jobs that is consistent with resource plans, and other approved documentation.

The contractor shall implement MDA configuration management processes, and maintain the internal CM Plan. In order to:

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- Track differences in hardware and software application versions, and in change controls across related versions.
- Identify the forms and methods that will be used to submit and process Requests for Changes (RFCs), Software Version Description documents (SVD) and subsequent Software Change Proposals (SCPs), and Engineering Change Proposals (ECPs) as they apply to the Technical Data Package.
- Ensure that all MDA hardware and software documentation is accurately tracked, maintained, and updated.
- Track hardware/software licenses, and their maintenance.

## 5.7 Cyber Security Workforce (Information Assurance)

**5.7.1 Description.** The following Cyber Security Workforce (CSWF) categories, levels, training, and certifications are required for contractor personnel under this contract: Project software development and/or other personnel requiring privileged system access shall be designated as Information Assurance Technical Level 1 (IAT1) with certifications in a Microsoft Windows client (Windows 7 or newer) operating system as required by the CSWF. At least one, potentially two support personnel shall be designated as Information Assurance Technical Level 2 (IAT2) with certifications in Microsoft Windows client (Windows 7 or newer) and server (Windows Server 2008 or newer) operating systems as required by the CSWF. Support personnel will be responsible for maintaining MDA Fielded software and EN systems' status in: Online Compliance Reporting System (OCRS) and/or other vulnerability management systems; coordinating and executing vulnerability scans using Retina, Security Content Automation Protocol (SCAP); and other vulnerability scanning tools; evaluating software (firmware, operating systems, applications, etc.) against applicable Security Technical Implementation Guides (STIG); tracking vulnerabilities Naval Change Requests (NCRs); testing and remediating identified vulnerabilities (patches, configuration, etc.); executing command requirements (data calls, Communications Tasking Orders (CTO); Information Assurance Vulnerability Management (IAVM) notifications, etc.); and documenting IA activities as required. The Contractor shall ensure that personnel accessing information systems have the proper and current IA certification to perform IA functions Ser 83010/ 11-01.

**5.7.2 Cyber Security Workforce (CSWF) Improvement Program.** The contractor shall meet applicable information assurance certification requirements, including:

- a. DoD – approved CSWF certifications appropriate for each specified category and level, and
- b. Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions. The contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions, reporting current CSWF certification status and compliance.

## 6.0 DELIVERABLES

The contractor shall be required to submit all deliverable as specified in the CDRL attached to this order.

## 7.0 SECURITY

The Contractor shall possess, or acquire prior to award of the contract, a facility clearance greater or equal to the highest classification stated on the DD Form 254 associated with this contract. All personnel shall be clearable to the SECRET security level, and will possess the appropriate clearance outlined in this task order. The contractor shall ensure that all site personnel adhere to DoD Guidelines regarding the security of classified material. The contractor will be required to access COMSEC AND SIPRNET at the Government site. The contractor shall be NATO briefed and complete the derivative classification training prior to being granted access to SIPRnet; training is provided by the facility security officer.

As required by National Industrial Security Program Operating Manual (NISPOM) Chapter 1, Section 3, contractors are required to report certain events that have an impact on: 1) the status of the facility clearance (FCL); 2) the status of an employee's personnel clearance (PCL);

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**3) the proper safeguarding of classified information; 4) or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the Contracting Officer Representative (COR)/Technical Point of Contact (TPOC), the Contracting Specialist, and the Security's COR in addition to notifying appropriate agencies such as Cognizant Security Agency (CSA), Cognizant Security Office (CSO), or Department Of Defense Central Adjudication Facility (DODCAF) when that information relates to the denial, suspension, or revocation of a security clearance of any assigned personnel; any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.**

Anti-Terrorism/Force Protection (AT/FP) briefings are required for all personnel (Military, DoD Civilian, and contractor) per OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at <https://atlevel1.dtic.mil/at/>, if experiencing problems accessing this website, contact [ssc\\_fortrav@navy.mil](mailto:ssc_fortrav@navy.mil). The contractor shall forward a copy of the training certificate to the previous e-mail address or fax to 619-553-6863.

#### **7.1 Operations Security**

**OPSEC is a five step analytical process (identify critical information; analyze the threat; analyze vulnerabilities; assess risk; develop countermeasures) that is used as a means to identify, control, and protect unclassified and unclassified sensitive information associated with U.S. national security related programs and activities. All personnel working under this task will at some time handle, produce or process Critical Information or CPI, and therefore all Contractor personnel must practice OPSEC. All work is to be performed in accordance with DoD OPSEC requirements, and in accordance with the OPSEC attachment to the DD254.**

**The following are governing documents for security matters:**

**OPNAVINST F3300.53C (Series), Navy Antiterrorism Program**

DOD 5200.01 Volumes 1 through 4 (Series), DOD Security Program

**DOD 5220.22-M (Series), National Industrial Security Program Operating Manual (NISPOM)**

**National Security Decision Directive 298 (Series), National Operations Security Program (NSDD) 298**

**DOD 5205.02 (Series), DOD Operations Security (OPSEC) Program**

**OPNAVINST 3432.1 (Series), DON Operations Security**

**SPAWARINST 3432.1 (Series), Operations Security Policy**

#### **8.0 GOVERNMENT FURNISHED PROPERTY OR INFORMATION**

The Government shall provide documentation describing the MDA Fielded software addressed in this PWS. The Government shall provide access to spaces, commercial and Government developed software necessary for system sustainment and development, preparation of classified documentation, and to conduct testing. Work will be performed utilizing Government Equipment in Government facilities located at SSC Pacific.

The Government will provide access to the systems outlined in Paragraph 5.5 of this PWS.

#### **9.0 TECHNICAL POINT OF CONTACT**

**Contracting Officer's Representative (COR): Robert E. Luna, SSC Pacific Code 53625, (619) 553-5290.**

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**Contracting Officer's Representative Support Manager (CSM): Rosemary Weatherspoon, SSC Pacific Code 56101, (619) 553-1518.**

**Technical Coordinator: Gregory Berlanga, SSC Pacific Code 56180, (619) 553-2340**

## 10.0 TRAVEL

The following travel is anticipated during the course of this task:

### Base Year:

# Trips	From	To	Person(s)	Day(s)
2	Contractor location	National Maritime Intelligence Center, Suitland (NMIC) Maryland; or Maritime Intelligence Fusion Center Atlantic (MIFCLANT) Virginia	1 to 2	5
1	Contractor location	Maritime Intelligence Fusion Center Pacific (MIFCPAC) Alameda CA	1 to 2	4

### Each Option Year

# Trips	From	To	Person(s)	Day(s)
1	Contractor location	National Maritime Intelligence Center, Suitland (NMIC) Maryland; or at Maritime Intelligence Fusion Center Atlantic (MIFCLANT) Virginia	1 to 2	5
1	Contractor location	Maritime Intelligence Fusion Center Pacific (MIFCPAC) Alameda CA	1 to 2	4

The Technical Representative will provide the exact travel locations and dates, with a 72-hour (minimum) notice given to the contractor prior to scheduled departure.

## 11.0 PLACE OF PERFORMANCE

Work shall be performed primarily at the following location:

**SPAWARSYSCEN PACIFIC  
Code 56101  
53150 SYSTEMS ST  
SAN DIEGO CA 92152-7547  
Building 605 – Sea Side**

## 12.0 INSPECTION AND ACCEPTANCE

All deliverables shall be delivered to SSC Pacific for inspection by the government technical coordinator and acceptance by the Contracting Officer's Representative (COR) or the Contracting Officer's Representative Support Manager (CSM).

**Technical Coordinator:**

**Gregory Berlanga**

**COR:**

**Robert E. Luna**

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(619) 553-2340  
[gregory.berlanga@navy.mil](mailto:gregory.berlanga@navy.mil)

(619) 553-5290  
[robert.luna@navy.mil](mailto:robert.luna@navy.mil)

CSM:

Rosemary Weatherspoon  
(619) 553-1518  
[rosemary.weatherspoon@navy.mil](mailto:rosemary.weatherspoon@navy.mil)

### 13.0 ACRONYM LIST

ACT	Acquisition Coordination Team
ASN(RDA)	Assistant Secretary of the Navy (Research, Development, and Acquisition)
C4I	Command, Control, Communications, Computers and Intelligence
CDRL	Contract Data Requirements List
CM	Configuration Management
CMPRO	Configuration Management Professional
COR	Contracting Officer's Representative
COTS	Commercial off the Shelf
CSM	Contracting Officer's Representative Support Manager
CSWF	Cyber Security Workforce
DASN	Deputy Assistant Secretary of the Navy
DIACAP	DoD Information Assurance Certification and Accreditation Process
DoD	Department of Defense
ECP	Engineering Change Proposals
EN	Enterprise Node
ENP	Enterprise Node Prototype
FQT	Formal Qualification Test
GFE	Government Furnished Equipment
IA	Information Assurance
IAT	Information Assurance Technical
IAW	In Accordance With
IEEE/EIA	Institute of Electrical and Electronics Engineers/Electronic Industries Association
IMS	Integrated Master Schedule
IPT	Integrated Product Team
IV&V	Independent Validation and Verification
LCCB	Local Change Control Board
MDA	Maritime Domain Awareness
MSR	Monthly Status Report
NMIC	National Maritime Intelligence Center
NOR	Notices of Revision
OCRS	Online Compliance Reporting System
O&MN	Operations & Maintenance, Navy
ONE-NET	OCONUS Navy Enterprise Network
OPSEC	Operations Security
PEO	Program Executive Office
PEO C4I Intelligence	Program Executive Office Command, Control, Communications, Computers and Intelligence
PDD	Project Definition Document
PMW	Program Management Warfare
PWS	Performance Work Statement
RFC	Requests for Changes
RFD	Requests for Deviations
RFW	Requests for Waiver
SCAP	Security Content Automation Protocol

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<b>SCN</b>	<b>Specification Change Notices</b>
<b>SCP</b>	<b>Software Change Proposals</b>
<b>SME</b>	<b>Subject Matter Expert</b>
<b>SOA</b>	<b>Service Oriented Architecture</b>
<b>SP1P</b>	<b>Spiral 1 Prototype</b>
<b>SSA</b>	<b>Software Support Activity</b>
<b>SSC Pacific</b>	<b>Space and Naval Warfare Center Pacific</b>
<b>SSDD</b>	<b>System Subsystem Design Description</b>
<b>SVD</b>	<b>Software Version Description</b>
<b>STIG</b>	<b>Security Technical Implementation Guides</b>
<b>UML</b>	<b>Unified Modeling Language</b>

**(End of PWS)**

## **C-2 QUALITY ASSURANCE PLAN**

- (1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term. The Quality Assurance Surveillance Plan (QASP) is included as Attachment 3 to this solicitation and will be included in the task order award.

## **C-3 SECURITY REQUIREMENTS (DEC 1999) (5252.204-9200)**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2, involves access to and handling of classified material up to and including **SECRET**.

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

**C-4 INFORMATION ASSURANCE (IA) )The contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.**

## **C-5 WORKWEEK (APR 2012) (5252.222-9200)**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Pacific (SSC Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SSC Pacific unless differing hours are specified on the individual task orders. The contractor is not required to maintain the same hours as Government employees;

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however, contractor employees performing work at SSC Pacific must work during the normal workweek. The following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

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

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SSC Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SSC Pacific hours are maintained both weeks.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

## **C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES**

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will



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be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

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

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

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

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

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

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

#### **C-8 KEY PERSONNEL (DEC 1999) (5252.237-9601)**

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

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

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or authorized representative will evaluate such requests and

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promptly notify the contractor of the approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
<u>Vince Sylvia</u>	Oracle Database Administrator
<u>Bryan Powers</u>	Sr. Software Engineer

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

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

## C-9 PERSONNEL QUALIFICATION REQUIREMENTS

The Personnel Qualifications for the labor categories identified by the Government for the performance of this task order are provided below:

**Personnel Qualifications  
For  
MDA SSA Fiedled Software Support**

The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks as defined within the Performance Work Statement (PWS). All personnel proposed to perform the tehcnical requirements of this task order shall have at least an IAT1 Windows certification. The status of Windows IAT1 or 2 certification shall be included in each resume. Personnel qualifications are as follows:

### Software Engineers

1. A minimum of 5 years of Microsoft .NET and Java development experience.
2. Experience with Microsoft Message Queuing (MSMQ), Windows Workflow Foundation (WF), Microsoft Internet Information Services (IIS), NASA World Wind Software Development Kit, JBoss/HornetMQ, Windows Server 2003/2008 Operating Systems and Oracle Database application development.
3. Certification at IAT1 Windows is a minimum requirement, IAT2 Windows

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**certification is preferred.**

**Oracle Database Administrator**

- 1. A minimum of 5 years of Oracle DBA and development experience.**
- 2. Oracle 11g experience with installation, configuration, performance tuning, high availability, backup/restore and application development support.**
- 3. Certification at IAT1 Windows, is a minimum requirement, IAT2 Windows is preferred.**

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## **SECTION D PACKAGING AND MARKING**

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

See Clause G-6 Contracting Officer's Representative (COR)

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR) or his/her duly authorized representative.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	3/19/2014 - 3/18/2015
4001	3/25/2015 - 3/24/2016
6000	3/18/2014 - 3/17/2015

### CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the base effort is as follows:

4000: 3/19/14 through 3/18/15  
6000: 3/19/14 through 3/18/15

The period of performance for the option CLINs is as follows:

4001: 3/26/15 through 3/25/16  
4002: 3/26/16 through 3/25/17  
6001: 3/26/15 through 3/25/16  
6002: 3/26/16 through 3/25/17

Services to be performed hereunder will be provided at SSC Pacific as indicated in the Performance Work Statement, Section C-1 herein.

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

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

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### DFARS PGI 204.7108 Payment Instruction

#### 252.204-0002 Line Item Specific: Sequential ACRN Order (Sep 2009)

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

### G-1 STANDARD MONTHLY STATUS REPORTS

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

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

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

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

### SECTION G -2 CONTRACTOR SUPPORT SERVICES QUARTERLY STATUS REPORT

(a) The contractor shall prepare and submit a Contractor Support Services (CSS) Quarterly Status Report (QSR) in accordance with the terms of this clause.

(b) *Frequency and reporting period.* The CSS QSR shall be submitted on a quarterly basis each fiscal year throughout the period of performance as follows:

<u>Reporting Period</u>	<u>CSS QSR Due Date</u>
1 October – 31 December	10 January
1 January – 31 March	10 April
1 April – 30 June	10 July
1 July – 30 September	10 October

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(c) *Content.* The CSS QSR shall consist of two parts.

(1) The first part of the CSS QSR shall be provided in the Microsoft Excel spreadsheet format of “Quarterly Status Report (QSR) Template” available at the SPAWAR e-commerce web site:

[http://www.public.navy.mil/spawar/Pacific/22000/Documents/Contractor\\_Support\\_Services\\_Quarterly\\_Status\\_Report\\_Template.xls](http://www.public.navy.mil/spawar/Pacific/22000/Documents/Contractor_Support_Services_Quarterly_Status_Report_Template.xls)

(2) The second part of the CSS QSR shall be provided in Microsoft Word format and consist of a narrative addressing the following elements. For indefinite delivery type contracts, the narrative shall separately address the elements for each delivery/task order active during the reporting period.

(i) Performance Status – indicate significant accomplishments of technical progress made during the affected reporting period and significant challenges or risks encountered that impact the successful delivery of required services.

(ii) Schedule Status – indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, as applicable.

(iii) Cost Status – indicate whether the cost of services provided during the affected reporting period is commensurate with the available funding and anticipated burn rate. This description does not waive the requirement for formal Limitation of Funds/Cost notifications, when warranted.

(iv) Personnel Status – indicate the total number of “direct-charge” employees working on this contract/order. Additionally, indicate the average number of full-time equivalents (FTEs) that were performing during this reporting period.

(v) Travel/ODC Status – indicate any travel accomplished during this period with sufficient detail to support costs listed in the QSR Template. Additionally, if material purchases were made this period, provide a detailed description.

(d) *Distribution.* The CSS QSR shall be submitted electronically via e-mail to the following recipients:

<u>Recipient</u>	<u>E-mail Address</u>
SSC Pacific Contract Administrator	<i>michael.d.reiners2@navy.mil</i>
Contracting Officer’s Representative	<i>luna@spawar.navy.mil</i>
SSC Pacific Manpower Management Office	<a href="mailto:SSC_PAC_CDRL@navy.mil">SSC_PAC_CDRL@navy.mil</a>

(End of clause)

### **G-3 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)**

This is a LEVEL OF EFFORT (LOE), COST PLUS FIXED FEE (CPFF) task order.

### **G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JUN 2012) (SPAWAR 5252.232.7006)**

(a) **Definitions.** As used in this clause-- Department of Defense Activity Address Code (DoDAAC)



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is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

Cost Voucher

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

Not Applicable.

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

Routing Data Table\*

-----

Field Name in WAWF Data to be entered in WAWF

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<b>Pay Official DoDAAC</b>	<b>HQ0339</b>
<b>Issue By DoDAAC</b>	<b>N66001</b>
<b>Admin DoDAAC</b>	<b>S0514A</b>
<b>Inspect By DoDAAC</b>	<b>N/A</b>
<b>Ship To Code</b>	<b>N66001</b>
<b>Ship From Code</b>	<b>N/A</b>
<b>Mark For Code</b>	<b>N/A</b>
<b>Service Approver (DoDAAC)</b>	<b>S0514A</b>
<b>Service Acceptor (DoDAAC)</b>	<b>N66001</b>
<b>Accept at Other DoDAAC</b>	<b>N/A</b>
<b>LPO DoDAAC</b>	<b>N/A</b>
<b>DCAA Auditor DoDAAC</b>	<b>HAA772</b>
<b>Other DoDAAC(s)</b>	<b>N/A</b>

**(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.**

**(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.**

**[luna@spawar.navy.mil](mailto:luna@spawar.navy.mil)**

**(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.**

**N/A**

**(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.**

**(End of clause)**

## **G-5 ACTIVITY OMBUDSMAN**

The SPAWAR Systems Center Pacific Ombudsman for this Task Order is:

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Name: Tammy Sanchez  
Code: 20000  
Address: 53560 Hull Street, San Diego CA 92152  
Phone: (619) 553-3200  
E-Mail: tammy.sanchez@navy.mil

**G-6 CONTRACTING OFFICER’S REPRESENTATIVE (COR)**

The SPAWAR Contracting Officer’s Representative for this Task Order:

Name: ROBERT LUNA  
Code: 53625  
Phone: 760-553-5290  
Email: [luna@spawar.navy.mil](mailto:luna@spawar.navy.mil)

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

- (a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor’s performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.
- (b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
-----		
400001	1300403394	570000.00
LLA :		
AA 1741804 5T6M 252 00039 0 050120 2D 000000		

BASE Funding 570000.00  
Cumulative Funding 570000.00

MOD 01 Funding 0.00  
Cumulative Funding 570000.00

MOD 02

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400002 1300403394-0001 460555.00  
 LLA :  
 AA 1741804 5T6M 252 00039 0 050120 2D 000000

MOD 02 Funding 460555.00  
 Cumulative Funding 1030555.00

MOD 03

400003 130040339400003 86000.00  
 LLA :  
 AA 1741804 5T6M 252 00039 0 050120 2D 000000 A00002127126

600001 130040339400003 81000.00  
 LLA :  
 AA 1741804 5T6M 252 00039 0 050120 2D 000000 A00002127126

MOD 03 Funding 167000.00  
 Cumulative Funding 1197555.00

MOD 04

400101 130040339400004 369470.00  
 LLA :  
 AB 1751804 5T6M 257 00039 0 050120 2D 000000 A10002127126

MOD 04 Funding 369470.00  
 Cumulative Funding 1567025.00

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

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

### **H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (5252.204-9202)**

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

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

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

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

### **H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (5252.237-9602)**

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

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

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## **H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)**

(a) Definition.

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

Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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

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

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

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

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

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate

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corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

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

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

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

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

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

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

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

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(21) Any other data or information identified by the Government as PPBS data or information.

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

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

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

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

**STATEMENT OF NONDISCLOSURE OF PPBS DATA**

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

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

SIGNATURE \_\_\_\_\_  
TYPED NAME \_\_\_\_\_  
DATE \_\_\_\_\_

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

- (1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this contract and under



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Federal law.

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

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

## **H-7 TECHNICAL INSTRUCTIONS**

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

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

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

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

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

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

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

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## **SECTION I CONTRACT CLAUSES**

### **09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (3) three years.

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## **SECTION J LIST OF ATTACHMENTS**

ATTACHMENT 1 CDRLS

Attachment 2 DD254 Rev2

Attachment 3 QASP