

2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 24-Sep-2013	4. REQUISITION/PURCHASE REQ. NO. 1300193087-0012	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66001	7. ADMINISTERED BY (If other than Item 6) CODE	S0514A

SPAWAR Systems Center, Pacific
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San Diego CA 92152-5001
martha.aldridge@navy.mil 619-553-6334

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) KAB LABORATORIES INC. 1110 Rosecrans Street #203 San Diego CA 92106		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5473-7N02
		10B. DATED (SEE ITEM 13) 02-Dec-2010
CAGE CODE OBS45	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) 52.232-22 LIMITATION OF FUNDS

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Ashley, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY <u>/s/Robert Ashley</u> (Signature of Contracting Officer) 25-Sep-2013

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GENERAL INFORMATION

The purpose of this modification is to add a funds increment of \$65,000.00 to support task order performance. 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:

420105:

From:

To: AH 1731804 5T6M 252 00039 0 050120 2D 000000 A50000668517

The total amount of funds obligated to the task is hereby increased from \$5,261,891.11 by \$65,000.00 to \$5,326,891.11.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
420105	O&MN,N	0.00	65,000.00	65,000.00

The total value of the order is hereby increased from \$5,526,855.06 by \$0.00 to \$5,526,855.06.

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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
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4001	AD94	Labor for Maritime Domain Awareness (MDA) Fielded Software In-Service Support (SwISS), Base Year effort in accordance with Performance Work Statement (PWS), Section C, and the Contract Data Requirements List (CDRL) DD1453, Attachment 2. (O&MN,N) (O&MN,N)	1.0	LO	\$1,663,262.43	\$114,850.18	\$1,778,112.61
400101	AD94	(O&MN,N)					
400102	AD94	(O&MN,N)					
400103	AD94	(O&MN,N)					
400104	AD94	(O&MN,N)					
400105	AD94	(O&MN,N)					
4101	AD94	Labor for Maritime Domain Awareness (MDA) Fielded Software In-Service Support (SwISS), Option Year 1 effort in accordance with the Performance Work Statement (PWS), Section C, and the Contract Data Requirements List (CDRL), DD 1453, Attachment 2. (O&MN,N) Option (O&MN,N)	1.0	LO	\$1,671,338.86	\$113,439.64	\$1,784,778.50
410101	AD94	(O&MN,N)					

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410102 AD94 (O&MN,N)

410103 AD94 (O&MN,N)

410104 AD94 (O&MN,N)

410105 AD94

410106 AD94

410107 AD94

4201	AD94	Labor for Maritime Domain Awareness (MDA) Fielded Software In-Service Support (SwISS), Option Year 2 effort in accordance with the Performance Work Statement (PWS), Section C, and the Contract Data Requirements List (CDRL), DD 1453, Attachment 2. (O&MN,N) Option (O&MN,N)	1.0	LO	\$1,716,526.39	\$112,437.56	\$1,828,963.95
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420101 AD94 (O&MN,N)

420102 AD94 (O&MN,N)

420103 AD94 (O&MN,N)

420104 AD94 (O&MN,N)

420105 AD94 (O&MN,N)

420106 AD94

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6001	AD94	ODCs for Maritime Domain Awareness (MDA) Fielded Software In-Service Support (SwISS), Base Year effort in accordance	1.0	LO	\$45,000.00

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with Performance
Work Statement
(PWS), Section C,
and the Contract
Data Requirements
List (CDRL)
DD1453,
Attachment 2.
(O&MN,N) (O&MN,N)

600101 AD94 (O&MN,N)

600102 AD94 (O&MN,N)

600103 AD94 (O&MN,N)

600104 AD94 (O&MN,N)

6101 AD94 ODCs for Maritime Domain Awareness (MDA) Fielded Software In-Service Support (SwiSS), Option Year 1 effort in accordance with the Performance Work Statement (PWS), Section C, and the Contract Data Requirements List (CDRL), DD 1453, Attachment 2. (O&MN,N) Option (O&MN,N) 1.0 LO \$45,000.00

610101 AD94 (O&MN,N)

610102 AD94 (O&MN,N)

610103 AD94 (O&MN,N)

610104 AD94 (O&MN,N)

610105 AD94

610106 AD94

610107 AD94

6201 AD94 ODCs for Maritime Domain Awareness (MDA) Fielded Software In-Service Support (SwiSS), Option Year 2 1.0 LO \$45,000.00

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effort in accordance with the Performance Work Statement (PWS), Section C, and the Contract Data Requirements List (CDRL), DD 1453, Attachment 2. (O&MN,N) Option (O&MN,N)

620101 AD94 (O&MN,N)

620102 AD94 (O&MN,N)

B-1 ADDITIONAL SLINS

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

B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is 48,684 hours. The 48,684 direct labor hours include 0 uncompensated overtime labor hours.

CLIN	HOURS
4001	14,000
4101	17,627
4201	17,057

(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

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subcontractor, at the below rates per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

CLIN	Fee Rate Per Hour
4001	\$8.20
4101	\$6.44
4201	\$6.59

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>ALLOTTED TO FIXED FEE</u>
4001	\$114,850.71
4101	\$113,439.64
4201	\$91,722.33

- (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>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
4001	\$1,663,261.90	02 DECEMBER 2010 - 01 DECEMBER 2011
6001	\$45,000.00	
4101	\$1,671,338.86	02 DECEMBER 2011 - 01 DECEMBER 2012
6101	\$45,000.00	
4201	\$1,400,277.67	02 DECEMBER 2012 - 01 DECEMBER 2013
6201	\$45,000.00	

- (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 cover.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

**Performance Work Statement (PWS)
MARITIME DOMAIN AWARENESS (MDA) FIELDDED SOFTWARE IN-SERVICE
SUPPORT (SwISS)
19 October 2011**

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Pacific (SSC Pacific) is acquiring Software In-Service Support (SwISS) for the Maritime Domain Awareness (MDA) Fielded software for 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., software data fusion, software data mining, and data sharing software) that exist in the ability to identify and prioritize world-wide maritime threats. PEO C4I (PMW 120) is the Program Manager for sustaining the MDA fielded capabilities which include regular updates to the MDA Fielded software to address validated deficiencies and implement approved enhancements within the fielded performance envelope. PMW 120 was assigned as the decision authority for the MDA Fielded project by PEO C4I via the MDA Fielded Project Definition Document (PDD) of 9 November 2009. MDA Fielded capabilities are currently provided through a distributed set of regional fusion centers supporting both local and remote users through a web interface.

The MDA Fielded (Spiral 1 Prototype) Project involves assessment of vessel-related threats, cargo related threats and people related maritime threats. 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 Software Support Activity (SSA). The MDA SSA is currently operational and is located in Building 605, Laboratory 214. The role of the MDA SSA is to provide an environment for sustaining, testing, and evaluating, the MDA Fielded software. The effort under this PWS consists of providing technical

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support, software/hardware maintenance/upgrades, and enhancements to the MDA Fielded system.

To address user requirements for a fused global picture, the MDA Project Office will field an Enterprise Node hosting MDA software in early FY 2011, which will establish the baseline version of the MDA Fielded system to be sustained. The MDA Enterprise Node will be deployed at The National Maritime Intelligence Center (NMIC).

3.0 SCOPE

The intent of this effort is to obtain the technical support, software maintenance/upgrades, hardware maintenance/upgrades, and enhancements to the MDA Fielded capability. To perform this task, the contractor is required to have experience with the Microsoft .NET environment, Oracle, MDA Fielded software, and the hardware suite hosting the fielded software applications. The contractor shall include structured software/hardware engineering and program management processes in support of an effective and quality operational environment. Software and hardware maintenance/upgrades and enhancements will follow industry best practices, standards, and guidelines for reuse, security, and interoperability with appropriate systems and network architectures. All software/hardware products and interfaces shall be documented. The contractor shall ensure that all updated baseline versions of the software as well as hardware maintain all Information Assurance (IA) and Interoperability certifications.

4.0 APPLICABLE DIRECTIVES

- **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**
- **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 Plan for AN/USY-3(V) Maritime Domain Awareness (MDA) Prototype**

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Project, (N65236-MDA-CMP-0001), Version 1.0, 12 February 2009

5.0 PERFORMANCE REQUIREMENTS

The contractor shall provide SwISS in the work areas listed below.

5.1 Technical Support (O&MN)

5.1.1 Description. The contractor shall provide technical support for problem report/change request investigation, change proposal development, test environment support, and Independent Validation and Verification (IV&V) support. The contractor shall communicate with the MDA Project Integrated Product Teams (IPTs) and attend technical interchange meetings as required, providing assistance, coordination, and collaboration with test and experiment leads to determine overall integration, and execution support requirements. In addition, the contractor may be tasked to monitor technology as it progresses and make recommendations to the Government for inclusion in the current software and hardware baseline. Recommendations shall include performance, schedule, and cost in accordance with the MDA Configuration Management (CM) process as outlined in the MDA CM Plan.

The contractor shall investigate problem reports and change requests. The contractor shall develop subsequent recommendations for change proposals. Recommendations shall include performance, schedule, and cost, in accordance with the MDA CM process as outlined in the MDA CM Plan. 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 provide technical expertise on the MDA software for Government IV&V of MDA software modifications when or as required. The contractor shall install, integrate and conduct system operations and verification tests on software and hardware upgrades at remote sites. The contractor shall support the MDA IA lead with policies, procedures, documentation and system updates related to information assurance, including appropriate certification and system testing, and achieving certification and accreditation. 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.

The contractor shall provide technical support to the MDA project in the area of performance and load testing. Using HP LoadRunner, 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 to be included in the MDA Testing and Evaluation Report.

5.1.2 Acceptable Quality Level. The contractor shall ensure that all products delivered meet the following criteria for Government acceptance of system corrective changes, upgrades, and enhancements:

- Successful Formal Qualification Test (FQT) / Regression Test conducted
- No priority one, or two (as defined by IEEE/EIA 12207.2 Annex J) problem reports open as specified

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- **Changed software/hardware complies with MDA Guidelines**
- **Government approval of the deliverables, to include documentation, as specified**

Additional specific acceptance criteria may be established as directed. The Government will determine when these criteria have been met and document this determination in the Government Independent Assessment Report.

5.1.3 Method of Surveillance. The Government will monitor and assess the contractor’s performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement.” The Government Technical Coordinator will review the documents to determine whether they are appropriate, complete and in sufficient detail. The contractor shall correct any noted deficiencies.

5.2 Software Maintenance/Upgrades (O&MN)

5.2.1 Description. The contractor shall make corrective changes and improvements/upgrades to the software as directed by the Government in order to:

- **Correct identified defects and deficiencies.**
- **Improve performance or other attributes, or to adapt the software to a modified environment.**
- **Incorporate new technologies, functionalities, and security upgrades.**

5.2.2 Acceptable Quality Level. The updated changes and improvements/upgrades must be delivered in a timely manner according to Government scheduling.

5.2.3 Method of Surveillance. The Government will monitor and assess the contractor’s performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement.” The Government Technical Coordinator will review the documents to determine whether they are appropriate, complete and in sufficient detail. The contractor shall correct any noted deficiencies.

5.3 Software Upgrades and Fixes (O&MN)

5.3.1 Description. The contractor shall upgrade and fix the software to incorporate adapting the software to new operating environments as directed by the Government. Upgrades are considered software code changes required to improve an existing capability or add missing functionality. The MDA software will be upgraded (e.g., enhancements to NASA World Wind component) to support full functionality for clients residing on either Navy/Marine Corps Intranet (NMCI) or OCONUS Navy Enterprise Network (ONE-NET). As modifications are made to the software baseline, the contractor will deliver updated Source Code and all associated work products to the Government’s Software Support Activity (SSA) laboratory.

5.3.2 Acceptable Quality Level. The updated changes and improvements/upgrades must be delivered in a timely manner according to Government scheduling.

5.3.3 Method of Surveillance. The Government will monitor and assess the contractor’s performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled “Inspection of Services – Cost Reimbursement.” The Government

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Technical Coordinator will review the documents to determine whether they are appropriate, complete and in sufficient detail. The contractor shall correct any noted deficiencies.

5.4 Hardware Maintenance/Upgrades (O&MN)

5.4.1 Description. The contractor shall provide recommendations to the Government on appropriate and necessary hardware changes and improvements/upgrades to maintain suitable system performance. As required, the contractor shall provide a detailed hardware list that identifies quantities, costs, and lead-times of recommended components to the Government for approval. Identified hardware changes should include:

- Correct identified defects and deficiencies.
- Replace failed components
- Improve performance or other attributes that enhance the performance of the software application.
- Incorporate new technologies, functionalities, and security upgrades as needed to meet minimum performance levels as defined by the Government.

5.4.2 Acceptable Quality Level. The updated changes and improvements/upgrades must be delivered in a timely manner according to Government scheduling.

5.4.3 Method of Surveillance. The Government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government Technical Coordinator will review the documents to determine whether they are appropriate, complete and in sufficient detail. The contractor shall correct any noted deficiencies.

5.5 Hardware Support (O&MN)

5.5.1 Description. The contractor shall support hardware system maintenance, as required, to maintain an operational posture of the MDA system. This effort may include supporting hardware component replacements and upgrades. Hardware upgrades are defined as hardware changes required to improve an existing capability or functionality, replace failed components, or to achieve a desired operating efficiency within the Spiral 1 Fielded performance envelope as directed by the Government. Hardware procurement is not authorized without written consent by the Contracting Officer.

5.5.2 Acceptable Quality Level. The updated changes and improvements/upgrades must be delivered in a timely manner according to Government scheduling.

5.5.3 Method of Surveillance. The Government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government Technical Coordinator will review the documents to determine whether they are appropriate, complete and in sufficient detail. The contractor shall correct any noted deficiencies.

5.6 Documentation Support (O&MN)

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5.6.1 Description. The contractor shall update and maintain applicable software documentation (Software Version Description (SVD) and Software Users Manual) when affected by software maintenance/upgrades, or fixes. The contractor shall work with the Configuration Manager Lead to update and maintain applicable hardware documentation. The contractor shall provide additional documentation when required for larger upgrades as directed by the Government.

5.6.2 Acceptable Quality Level. The updated documents and document support must be delivered in a timely manner according to Government scheduling. Updated technical documents must be provided for review and approval by the Government prior to each published revision.

5.6.3 Method of Surveillance. The Government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government Technical Coordinator will review the documents to determine whether they are appropriate, complete and in sufficient detail. The contractor shall correct any noted deficiencies.

5.7 Software Delivery (O&MN)

5.7.1 Description. The contractor shall deliver any software source code application releases to the MDA Fielded Project Office In Accordance With (IAW) Contract Data Requirements List, DD Form 1423-1, using the following list of Government Furnished Equipment.

- NIPRNet computers in the MDA Lab for contractor (one for each contractor)
- SIPRNet computers in the MDA Lab for contractor
- MDA EN Node hardware in MDA Lab for development and testing€

The contractor shall employ the website located at <https://nesi.spawar.navy.mil/> for final repository of the MDA products, including any upgraded software source code. To be consistent with Navy Logistics operations, the contractor shall utilize the Configuration Management Professional (CMPRO) commercial-off-the-shelf (COTS) software package to track trouble reports, archive documents and software builds, as well as to provide visibility into the software sustainment process for management reviews. Use of the Net-Centric Enterprise Solutions for Interoperability (NESI) site is consistent with the migration toward Service Oriented Architecture (SOA) within the DoD.

5.7.2 Acceptable Quality Level. The updated documents must be delivered in a timely manner according to Government scheduling. Updated technical documents must be provided for review and approval by the Government prior to each published revision.

5.7.3 Method of Surveillance. The Government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government Technical Coordinator will review the documents to determine whether they are appropriate, complete and in sufficient detail. The contractor shall correct any noted deficiencies.

5.8 Program Management (O&MN)

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5.8.1 Description. The contractor shall provide a Management Plan to ensure the work under this contract is managed effectively and efficiently. The Management Plan will ensure effective management of cost, schedule, and performance. The Management Plan shall include adherence to the MDA CM process as outlined in the MDA CM Plan. The contractor shall ensure that hardware and software technical support, maintenance/upgrade, and enhancement tasks are IAW DoD and PEO C41 (PMW 120) policies and guidelines. The contractor shall adhere to DoD policies with regard to test management, cost accounting, and quality assurance measures.

The contractor shall provide Monthly Status Report (MSR) which shall include at a minimum: Progress/status reporting against their contract deliverables; a running history of progress in meeting schedules including a brief description of activities and accomplishments during each reporting period. A Risk Matrix (maintained by the contractor that identifies design, schedule, technical, resources, and other program element risks). The Risk Matrix shall be updated with MSR Software metrics as specified. The MSR will include problem areas, development status, travel performed, deliverables that have been submitted, projected work for the upcoming month, and financial status. In addition, the financial section shall show monthly labor charges in addition to total monthly expenditures and cost performance metrics, which compare estimated cost versus incurred costs for the work performed during the period.

The contractor shall develop and maintain an 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 dependences, 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. Monthly analysis is an assessment of schedule progress to date, changes to schedule assumptions, variances to the baseline schedule, causes for the variances, potential impacts, and recommended corrective action. The IMS will have the following minimum characteristics:

- It is consistent with the Enterprise Node Prototype.
- It is sufficiently detailed that critical, near-critical, and high-risk efforts are identified and planned realistically to assure executability. The IMS will be extended and expanded to mutually agreeable levels as the contract or agreement unfolds and/or additional insight is needed (for example, rolling wave detail planning or scope changes).
- It includes the efforts of all activities, including Subcontractors and suppliers.
- It presents a current, integrated view of the contract or agreement that is consistent with resource plans, and other approved documentation.
- It shall reflect those risks identified and documented in the Contractor's Risk Management Plan.

The contractor shall implement configuration management processes and maintain an internal CM Plan. The processes shall:

- Address how hardware and software application version differences are tracked and how changes are controlled across related versions.
- Identify the forms and methods that will be used to submit and process Requests for Deviations (RFDs), Requests for Waivers (RFW), Software Version Description documents

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(SVD) and subsequent Specification Change Notices (SCNs), and Notices of Revision (NORs) as they apply to the Technical Data Package.

- Address how the hardware and software documentation will be controlled to ensure that the hardware/software, as maintained, updated, and enhanced, is accurately reflected and monitored.
- Describe the tracking mechanisms used for all hardware/software licenses, and maintenance of these licenses.

5.8.2 Acceptable Quality Level. The contractor shall ensure that all products delivered meet the MDA criteria for Government acceptance and performance.

5.8.3 Method of Surveillance. The Government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with the clause at FAR 52.246-5 entitled "Inspection of Services – Cost Reimbursement." The Government Technical Coordinator will review the documents to determine whether they are appropriate, complete and in sufficient detail. The contractor shall correct any noted deficiencies.

6.0 DELIVERABLES

The contractor shall be required to deliver reports, data, hardware, and software/firmware that will be reviewed IAW 'DON Policy on Digital Product/Technical Data, ASN RD&A memo of 23 OCT 04' and as specified in the Contract Data Requirements List, DD Form 1423.

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:

SPAWARSCEN Pacific

RECEIVING OFFICER

CODE 23410

4297 PACIFIC HIGHWAY, BLDG 77

SAN DIEGO, CA 92110-5000

MARK FOR:

Contract #: N00178-08-D-5473

Task Order #: 7N02

Item #:

Technical Code: 56503

7.0 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 development, preparation of classified documentation, and conduct testing. Work may be performed utilizing Government Furnished Equipment (GFE) in Government facilities located at SSC Pacific.

The Government will provide systems outlined in Paragraph 5.7 of this PWS.

8.0 SECURITY

The nature of this task requires access to Secret and unclassified information. The work performed by the contractor will include access to unclassified data and up to Secret data, information, and spaces. Some tasks will require SIPRNET access. The contractor will

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be required to attend meetings classified up to the Secret level.

If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the SSC Pacific foreign travel team, OTC2, Room 1656 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel to initiate the release of a clearance message at least 40 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure.

OPSEC

All work is to be performed in accordance with DoD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD254.

Classified data shall be handled and delivered IAW the Department of Defense (DoD) 5220.22-M “National Industrial Security Program – Operating Manual”, dated February 2006.

9.0 NAVY MARINE CORPS INTRANET (NMCI)

The nature of this task does not require contractors to procure NMCI seats for personnel working at the contractor site.

10.0 BEST PRACTICES Not applicable

11.0 TECHNICAL POINT OF CONTACT

Task Order Manager: Rosemary Weatherspoon, SSC Pacific Code 56101, (619) 553-1518.
Financial Point of Contact: Rosemary Weatherspoon, SSC Pacific Code 56101, (619) 553-1518.

12.0 TRAVEL

Local travel is authorized. The contractor shall perform work out-of-town as directed by the Government. The contractor shall generate and submit a trip report to the SSC Pacific no later than 5 days after completion of travel. Any deviation from this shall require prior approval by the Task Order Manager (TOM).

13.0 PLACE OF PERFORMANCE

Work shall be performed at the following locations:

Primary Location:

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

Secondary Location:

SPAWAR Old Town (Unclassified)
PMW 120
4301 PACIFIC HIGHWAY
SAN DIEGO CA 92110-3127
Building 1 (OT1)

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14.0 INSPECTION AND ACCEPTANCE

All deliverables shall be delivered to SSC Pacific for inspection by the Government Technical Coordinator and acceptance by the Task Order Manager (TOM).

Technical Coordinator:

Kathryn Trainor
SSC Pacific Code 56180
(619) 553-2402
kathryn.trainor@navy.mil

TOM:

Rosemary Weatherspoon
SSC Pacific Code 56101
(619) 553-1518
rosemary.weatherspoon@navy.mil

15.0 ACRONYM LIST

ACT	Acquisition Coordination Team
ASN(RDA)	Assistant Secretary of the Navy (Research, Development, and Acquisition)
C4I	Command, Control, Communications, Computers and Intelligence
CM	Configuration Management
CMPRO	Configuration Management Professional
COTS	Commercial off the Shelf
DASN	Deputy Assistant Secretary of the Navy
DIACAP	DoD Information Assurance Certification and Accreditation Process
DoD	Department of Defense
EN	Enterprise Node
ENP	Enterprise Node Prototype
FQT	Formal Qualification Test
GFE	Government Furnished Equipment
IA	Information Assurance
IAW	In Accordance With
IEEE/EIA Association	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
NESI	Net-Centric Enterprise Solutions for Interoperability
NMIC	National Maritime Intelligence Center
NOR	Notices of Revision
O&MN	Operations & Maintenance, Navy
OPSEC	Operations Security
PEO	Program Executive Office
PEO C4I Computers	Program Executive Office Command, Control, Communications, and Intelligence
PDD	Project Definition Document
PMW	Program Management Warfare
PWS	Performance Work Statement

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RFD	Requests for Deviations
RFW	Requests for Waiver
SCN	Specification Change Notices
SOA	Service Oriented Architecture
SPIP	Spiral 1 Prototype
SSA	Software Support Activity
SSC Pacific	Space and Naval Warfare Center Pacific
SVD	Software Version Description
SwISS	Software In-Service Support
TOM	Task Order Manager
UML	Unified Modeling Language

C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

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

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

(4) Remedy

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

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the negative evaluation for the applicable Performance Standard.

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

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

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

C-4 WORKWEEK (DEC 1999) (SPAWAR C-316)

a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN San Diego) 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 SPAWARSYSCEN San Diego unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN San Diego 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
Presidents 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

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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 SPAWARSYSCEN San Diego 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 SPAWARSYSCEN San Diego hours are maintained both weeks.

(End of clause)

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

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

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

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(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

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prior to assignment.

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

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

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

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

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

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

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

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

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

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

C-325 KEY PERSONNEL

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

(b) The offeror agrees that during the first 90 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 90 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be

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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 task order must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this task order must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	LABOR CATEGORY
<u>Marty Russell</u>	<u>INFOSEC Systems Specialist</u>
<u>Anthony Marzi</u>	<u>Oracle Database Administrator</u>

(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 task order 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 task order price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	12/2/2010 - 12/1/2011
4101	12/2/2011 - 12/8/2012
4201	12/2/2012 - 12/1/2013
6001	12/2/2010 - 12/1/2011
6101	12/2/2011 - 12/8/2012
6201	12/9/2012 - 12/8/2013

CLIN - DELIVERIES OR PERFORMANCE

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

4001: 02 December 2010 to 01 December 2011

6001: 02 December 2010 to 01 December 2011

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

4101: 02 December 2011 to 01 December 2012

4201: 02 December 2012 to 01 December 2013

6101: 02 December 2011 to 01 December 2012

6201: 02 December 2012 to 01 December 2013

Services to be performed hereunder will be provided at SSC Pacific at both the Point Loma and Old Town campus.

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

G-1 STANDARD MONTHLY STATUS REPORTS

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

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

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

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

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

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

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

This is a level of effort, cost-plus-fixed-fee (CPFF) type task order.

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

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

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available

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on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

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

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

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

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

* COMBO invoice types can be used if an inspection of services can be performed and documented, i.e. FFP.

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

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Tammy Sanchez

Code: SPAWARSYSCEN San Diego Code 22000

Address: 53560 Hull Street, San Diego, CA 92152-5001

Phone: (619) 553-3200

E-Mail: tammy.sanchez@navy.mil

Task Order Manager

Rosemary Weatherspoon, 56101

53560 Hull Street

San Diego, CA 92152-5001

Phone: (619) 553-1518

Email: rosemary.weatherspoon@navy.mil

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SLINID	PR Number	Amount
400101	1300168836	165000.00
LLA :		
AA 1711804 5T6M 255 00039 0 050120 2F 000000 A00000615982		
Standard Number: N6600110PR03959		

600101	1300168836	10000.00
LLA :		
AA 1711804 5T6M 255 00039 0 050120 2F 000000 A00000615982		
Standard Number: N6600110PR03959		

BASE Funding 175000.00
Cumulative Funding 175000.00

MOD 01

400102	1300193087	430000.00
LLA :		
AB 1711804 5T6M 255 00039 0 050120 2F 000000 A00000668517		
Standard Number: N0003911PR01514		

600102	1300193087	20000.00
LLA :		
AB 1711804 5T6M 255 00039 0 050120 2F 000000 A00000668517		
Standard Number: N0003911PR01514		

MOD 01 Funding 450000.00
Cumulative Funding 625000.00

MOD 02

400103	1300193087-00002	90000.00
LLA :		
AC 1711804 5T6M 252 00039 0 050120 2D 000000 A00000668517		
Standard Number: N0003911PR01514		

600103	1300193087-00002	10000.00
LLA :		
AC 1711804 5T6M 252 00039 0 050120 2D 000000 A00000668517		
Standard Number: N0003911PR01514		

MOD 02 Funding 100000.00
Cumulative Funding 725000.00

MOD 03

400104	1300193087-00003	95000.00
LLA :		
AD 1711804 5T6M 252 00039 0 050120 2D 000000 A00000668517		
Standard Number: N6600110PR03959		

600104	1300193087-00003	5000.00
LLA :		
AD 1711804 5T6M 252 00039 0 050120 2D 000000 A00000668517		
Standard Number: N6600110PR03959		

MOD 03 Funding 100000.00
Cumulative Funding 825000.00

MOD 04

400105	1300193087-00004	998112.61
LLA :		
AE 1711804 5T6M 252 00039 0 050120 2D 000000 A00000668517		
Standard Number: N0003911PR01514		

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MOD 04 Funding 998112.61
Cumulative Funding 1823112.61

MOD 05 Funding 0.00
Cumulative Funding 1823112.61

MOD 06

410101 1300193087-00008 254060.00
LLA :
AF 1721804 56TM 252 00039 0 050120 2D 000000 A40000668517
Standard Number: N0003911PR01514

610101 1300193087-00008 6300.00
LLA :
AF 1721804 5T6M 252 00039 0 050120 2D 000000 A40000668517
Standard Number: N0003911PR01514

MOD 06 Funding 260360.00
Cumulative Funding 2083472.61

MOD 07

410102 1300193087 838490.00
LLA :
AG 1721804 5T6M 252 00039 0 050120 2D 000000 A40000668517
Standard Number: N0003911PR01514

610102 1300193087-00009 21150.00
LLA :
AG 1721804 5T6M 252 00039 0 050120 2D 000000 A40000668517
Standard Number: N0003911PR01514

MOD 07 Funding 859640.00
Cumulative Funding 2943112.61

MOD 08

410103 1300193087-00006 346270.00
LLA :
AG 1721804 5T6M 252 00039 0 050120 2D 000000 A40000668517
Standard Number: N0003911PR01514

610103 1300193087-00006 8730.00
LLA :
AG 1721804 5T6M 252 00039 0 050120 2D 000000 A40000668517
Standard Number: N0003911PR01514

MOD 08 Funding 355000.00
Cumulative Funding 3298112.61

MOD 09

410104 1300193087-00007 345958.50
LLA :
AG 1721804 5T6M 252 00039 0 050120 2D 000000 A40000668517

610104 8820.00
LLA :
AG 1721804 5T6M 252 00039 0 050120 2D 000000 A40000668517

MOD 09 Funding 354778.50
Cumulative Funding 3652891.11

MOD 10 Funding 0.00
Cumulative Funding 3652891.11

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MOD 11

420101 1300193087-0008 974000.00
 LLA :
 AH 1731804 5T6M 252 00039 0 050120 2D 000000 A50000668517
 Standard Number: N0003911PR01514

620101 1300193087-0008 25000.00
 LLA :
 AH 1731804 5T6M 252 00039 0 050120 2D 000000 A50000668517
 Standard Number: N0003911PR01514

MOD 11 Funding 999000.00
 Cumulative Funding 4651891.11

MOD 12 Funding 0.00
 Cumulative Funding 4651891.11

MOD 13

420102 130019308700013 468000.00
 LLA :
 AH 1731804 5T6M 252 00039 0 050120 2D 000000 A50000668517

620102 130019308700013 20000.00
 LLA :
 AH 1731804 5T6M 252 00039 0 050120 2D 000000 A50000668517

MOD 13 Funding 488000.00
 Cumulative Funding 5139891.11

MOD 14

420103 1300193087-0010 50000.00
 LLA :
 AH 1731804 5T6M 252 00039 0 050120 2D 000000 A50000668517
 Standard Number: N0003911PR01514

MOD 14 Funding 50000.00
 Cumulative Funding 5189891.11

MOD 15

420104 1300193087-0011 72000.00
 LLA :
 AH 1731804 5T6M 252 00039 0 050120 2D 000000 A50000668517

MOD 15 Funding 72000.00
 Cumulative Funding 5261891.11

MOD 16

420105 65000.00
 LLA :
 AH 1731804 5T6M 252 00039 0 050120 2D 000000 A50000668517

MOD 16 Funding 65000.00
 Cumulative Funding 5326891.11

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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. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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

H-2 DATA RIGHTS

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

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

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

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

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

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

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

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

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

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of

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

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

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

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

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

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

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

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

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

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

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

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employees, and

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

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

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

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

H-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, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.

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(16) Reports Generated by the Automated Budget Review System (BRS).

(17) DD 1414 Base for Reprogramming.

(18) DD 1416 Report of Programs.

(19) Contract Award Reports.

(20) Congressional Data Sheets.

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

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

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

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

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

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

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

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

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

H-7 TECHNICAL INSTRUCTIONS

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

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work

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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

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - CDRL dated 28 November 2011

Attachment No. 2 - DD254