

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 09-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N66001-09-MR-58835		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 rezzan.erten@navy.mil 619-553-5764	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Science Applications International Corporation 10260 Campus Point San Diego CA 92121	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-7N01		
CAGE CODE 52302	FACILITY CODE 148095086	[X]	10B. DATED (SEE ITEM 13) 27-Jun-2008

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)

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:
[X]	D. OTHER (Specify type of modification and authority) Unilateral Modification FAR 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) John A McIvers, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/John A McIvers (Signature of Contracting Officer)	09-Apr-2009

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GENERAL INFORMATION

The purpose of this modification is to add final incremental funding under Option 1. A conformed copy of this Task Order is attached to this modification for information purposes only.

The total amount of funds obligated to the task is hereby increased by \$860671.33 from \$2108320.67 to \$2968992.00

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	Services IAW PWS - Base Year (WCF)		1.0 Lot	██████████	██████████	\$1,017,062.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3001	ODC (Inclusive of Travel)IAW PWS - Base Year (WCF)		1.0 Lot	██████████

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	Services IAW PWS - Option 1 (OTHER) Option		1.0 Lot	██████████	██████████	\$1,890,526.00
400101	Incremental Funding for Option 1 (OTHER)					
400102	Incremental Funding for Option 1 (OTHER)					
400103	Final Incremental Funding for Option 1 (OTHER)					
4101	Services IAW PWS - Option 2 (TBD) Option		1.0 Lot	██████████	██████████	\$1,182,177.00
4201	Services IAW PWS - Option 3 (TBD) Option		1.0 Lot	██████████	██████████	\$966,819.00
4301	Services IAW PWS - Option 4 (TBD) Option		1.0 Lot	██████████	██████████	\$836,693.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6001	ODC (Inclusive of		1.0 Lot	██████████

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Travel) IAW PWS -
Option 1 (OTHER)

600101 ODC (OTHER)

6101 ODC (Inclusive of
Travel) IAW PWS -
Option 2 (TBD)
Option 1.0 Lot [REDACTED]

6201 ODC (Inclusive of
Travel) IAW PWS -
Option 3 (TBD)
Option 1.0 Lot [REDACTED]

6301 ODC (Inclusive of
Travel) IAW PWS -
Option 4 (TBD)
Option 1.0 Lot [REDACTED]

B-1 ADDITIONAL SLINS

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

B-2 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 8,200 hours for the base period, 14,940 hours for the Option 1 period, 9,072 for Option 2 period, 7,272 for the Option 3 period and 6,084 for the Option 4 period. The direct labor hours include 0 uncompensated overtime labor hours.

(b) Computation of Fee.

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

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth

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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 rate of \$9.08 for the Base period, \$9.26 for the Option 1 period, \$9.54 for the Option 2 period, \$9.73 for the Option 3 period and \$10.06 for the Option 4 period, per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

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:

ITEM(S) ALLOTTED TO FIXED FEE

1001
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:

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ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

1001	\$	██████████0	June 27, 2008 through December 31, 2008
3001	\$	██████████	June 27, 2008 through December 31, 2008
4001		██████████0	January 1, 2009 through December 31, 2009
6001	\$	██████████	January 1, 2009 through December 31, 2009

(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 following Performance Work Statement (PWS) and Attachment No. 1 Contract Data Requirements List (CDRL).

Performance Work Statement

Collaborative Force Analysis, Sustainment, and Transportation (CFAST) System Maintenance and Operational Support

18 Mar 2008, Revised 18 Aug 2008

1.0 INTRODUCTION

SPAWAR Systems Center San Diego (SSC-SD) has assumed technical leadership and oversight of the CFAST Operational Prototype development, maintenance, technical support services, and operational support services. SSC-SD will also provide technical leadership and oversight of the effort to move the CFAST Operational Prototype to a mature Production Version of CFAST.

2.0 BACKGROUND

The Department of Defense (DoD) determined that it must shorten the time taken to construct Operational Plans (OPLANs) as a result of After Action Reviews (AARs) from Operation Enduring Freedom and Operation Iraqi Freedom. DoD found that the current Joint Operational Planning and Execution System (JOPES) doctrine and the lack of material solutions failed to provide the Combatant Commanders (COCOMs) the means to rapidly construct courses of action within the COCOMs Area of Operations. The process which seeks to change the two year planning cycle into a six month cycle is entitled Adaptive Planning (AP). AP includes doctrine, training, material solutions, and organizational changes.

AP implementers utilize an operational prototype called CFAST. CFAST allows planners to construct an initial plan, determine which forces can accomplish the mission objectives, and provide feedback on potential mission accomplishment. CFAST performs this work within a portal-based environment through links to other software systems. CFAST is to provide enhanced warfighter capabilities that address validated and prioritized adaptive planning requirements.

3.0 SCOPE

The scope of this task is to support the maintenance of the CFAST Operational Prototype and the operational system sustainment of existing CFAST capabilities.

This is a completion non-severable task order.

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4.0 APPLICABLE DIRECTIVES

4.1 DoDD 8500.1, Information Assurance (IA)

4.2 National Security Telecommunications and Information System Security Policy (NSTISSP) Number 11

4.3 Defense Information Systems Agency Instruction (DISAI) 630-230-19

4.4 DoDI 5200.40, DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual

4.5 DoDI 8510.1p, DoD Information Assurance Certification and Accreditation Process (DIACAP)

4.6 DoDI 8500.2, Information Assurance Implementation

4.7 DoDI 8510.1M, DITSCAP Implementation Guide

5.0 PERFORMANCE REQUIREMENTS

5.1 Collaborative Force Analysis, Sustainment, and Transportation (CFAST)

The contractor shall be responsible for supporting the implementation and maintenance of the CFAST Operational Prototype system in accordance with CFAST program schedules, deliverables, and deadlines. The contractor shall use its own development lab hosted at its facility. The Government will retain all software rights. The following tasks shall be included (OMDA):

5.1.1 Maintenance, Operation, Documentation, and Technical Support of the CFAST Operational Prototype

The contractor shall work with the Government-led team at SSC-SD to provide maintenance and operation of the CFAST Operational Prototype. The contractor shall (OMDA):

- a. Maintain the software and adhere to the CFAST program deadlines for software deliveries and test schedules. This includes the correction of software Trouble Reports.
- b. Test software prior to release for Government IV&V testing.
- c. Support Government IV&V testing by participating in test meetings and resolving high priority Trouble Reports.
- d. Deliver, install and configure CFAST hardware and software.
- e. Provide System Administration of the CFAST Operational Node located at NMCI NOC Hawaii.

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- f. Support the construction, and operation, of additional CFAST Nodes, to include an operational backup (COOP) Node, SP Node, and Unclassified Training Node.**
- g. Upgrade the existing hardware and software at the Operational Node located at NMCI NOC Hawaii.**
- h. Perform operations and maintenance of the system and associated tools.**
- i. Develop a System Data Backup and Recovery procedure to account for no more than 1 day of lost data and that will provide backups of the CFAST system to include all data necessary to rebuild CFAST from scratch (to include User Account data).**
- j. Update and maintain user/training guides and course material.**
- k. Provide technical support, and Help Desk services, to all approved users.**
- l. Provide account management services (management of user access and permissions).**

5.1.2 Support of the Production Version of CFAST (OMDA):

- a. Support the development, documentation, and test of the system, and associated tools.**
- b. Support Government “Help Desk”, and other technical support, for all approved users.**
- c. Support account management services (management of user access and permissions).**

5.1.3 System Engineering Security Support: The CFAST platform hardware and software will require updates to the Authority to Operate (ATO) as appropriate to support capability upgrade and new components (OMDA).

The contractor shall:

- a. Maintain the CFAST System Security Authorization Agreement (SSAA) or similar as specified by DITSCAP and DIACAP.**
- b. Maintain the CFAST Plan of Action and Milestones (POA&M) Technical Report and other activities required to attain and maintain an (I)ATO during the task.**

6.0 DELIVERABLES

See attached CDRL.

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7.0 SECURITY

The nature of this task requires access to SECRET and unclassified information. The work performed by the contractor will include access to SECRET and unclassified data, information, and spaces, as well as the SIPRNET. The contractor will be required to attend meetings classified at SECRET and unclassified levels.

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

8.0 TECHNICAL POINT OF CONTACT

Task Order Manager: Nancy Meyette, email: nancy.meyette@navy.mil phone 619-553-4053, or Janet Andersen, email: janet.andersen@navy.mil phone 619-553-6202

Financial Point of Contact: Celina Jimenez-Amezcu, email: Celina.jimenez-amezc@navy.mil phone 619-553-3929

9.0 TRAVEL: The following travel is estimated for the Task Order period of performance:

Six round trips for two people for seven days from San Diego, CA to Honolulu, HI

One round trip for one person for seven days from San Diego, CA to Honolulu, HI

Two round trips for two people for 5 days from Knoxville, TN to San Diego, CA

One round trip for two people for 5 days from Knoxville, TN to San Diego, CA

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

Eight round trips for one person for five days to San Diego, CA

12 round trips for two people for seven days to Honolulu, HI

10.0 PLACE OF PERFORMANCE.

The place of performance is the contractor's facility. The contractor will be required to make several trips to the SSC-SD facility located at 53560 Hull Street, San Diego CA to participate in meetings and working groups, and to PACOM, Honolulu HI to support the Hardware / Software Refresh of the CFAST Operational Node.

11.0 PERFORMANCE BASED CRITERIA

11.1 Performance Requirement. The Contractor shall submit Monthly Status Reports (MSR)

11.1.1 Performance Standard. The MSR shall be provided on time and shall accurately and completely document information required in CDRL A001.

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11.1.2 Acceptable Quality Level. Reports shall be complete and shall be provided on time 100% of the time.

11.1.3 Method of Surveillance. The COR will monitor and assess the contractor's monthly status reports. The performance of the contractor and the quality of work delivered shall be subject to in-process review and inspection during performance.

11.1.4 Incentive. Failure to meet the acceptable quality levels may result in an unsatisfactory past performance report (CPARS) by the Government.

11.2 Performance Requirement. The contractor shall develop a System Data Backup and Recovery procedure.

11.2.1 Performance Standard. The procedure shall ensure that no more than 1 day of lost data is accounted for and that backups of the CFAST system include all data necessary to rebuild CFAST from scratch (to include User Account data).

11.2.2 Acceptable Quality Level. The procedure shall be of sufficient quality and contain accurate data to enable a CFAST system to be reconstructed in a clean environment.

11.2.3 Method of Surveillance. The COR will monitor and assess the contractor's performance via the Government TPOC. The performance of the contractor and the quality of work delivered shall be subject to in-process review and inspection during performance.

11.2.4 Incentive. Failure to meet the acceptable quality levels may result in an unsatisfactory past performance report (CPARS) by the Government.

C-2 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

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

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

C-3 KEY PERSONNEL (DEC 1999)

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(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-day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

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

(d) List of Key Personnel

NAME	LABOR CATEGORY
David Romaine	<u>Program Manager</u>
Chad Lansford	<u>Software Developer</u>
<u>Timothy Griffith</u>	<u>System Engineer</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 contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

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

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outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

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

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

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

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as direct cost provided such charges are consistent with the Contractor's accounting practices.

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

(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

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adjustment to price, delivery or other provisions of this contract.

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

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

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

D-1 SHIPMENT OF 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

CLIN - DELIVERIES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

Base Year: Date of award through December 31, 2008

Option 1: 12 months thereafter

Option 2: 12 months thereafter

Option 3: 12 months thereafter

Option 4: 12 months thereafter

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 (A0001). Submissions are due monthly as per attached CDRL to the e-mail addresses reflected in CDRL A001. This submission may be to a central website.

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

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

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

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

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

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

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This is a Cost Plus Fixed Fee (CPFF) 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 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:	DD1155=Block 6
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	DD1155=Block 11
PAY DODAAC:	DD1155=Block 12

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

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**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: SPAWAR 220

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

Phone: (619) 553-3200

E-Mai: tammy.sanchez@navy.mil

G-6 TASK Order Manager

Nancy Meyette, 53201

53560 Hull Street

San Diego, CA 92152-5000

nancy.meyette@navy.mil

```
Accounting Data
SLINID  PR Number      Amount
-----
1001    2000018816          [REDACTED]
LLA :
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018816
Standard Number: Tracking #8063-42014
```

```
3001    2000018816          [REDACTED]
LLA :
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018816
```

MOD 3

```
1001    2000018816          [REDACTED]
LLA :
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018816
Standard Number: Tracking #8063-42014
```

```
3001    [REDACTED]
LLA :
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018816
```

MOD 4

```
400101  2000018816          [REDACTED]
LLA :
AB 9790100 4300 P950NASC0 CC52 2575 DCCMR9N205 S12137
Standard Number: DCCMR9N205
```

```
600101  2000018816          [REDACTED]
LLA :
AB 9790100 4300 P950NASC0 CC52 2575 DCCMR9N205 S12137
Standard Number: DCCMR9N205
```

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MOD 5

400102 2000018816 [REDACTED]

LLA :

AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018816

Standard Number: Tracking No # 8063-42014

MOD 6

400103 2000018816 [REDACTED]

LLA :

AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018816

Standard Number: Tracking # 8063-42014

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS

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

H-3 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.

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(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 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:

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(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 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.

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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.
- (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.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (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,

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

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

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

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

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

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

H-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

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 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - CDRL

Attachment No. 2 - Contract Security Classification (DD254) signed w/attachments.