

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
09

3. EFFECTIVE DATE
13-Jun-2016

4. REQUISITION/PURCHASE REQ. NO.
1300457912

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
53560 Hull Street
San Diego CA 92152-5001

DCMA SAN DIEGO
9174 Sky Park Court, Suite 100
SAN DIEGO CA 92123-4353

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Sentek Consulting Inc dba Sentek Global
651 Arroyo Drive
San Diego CA 92103-6401

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-05-D-4556-7N01

10B. DATED (SEE ITEM 13)

02-Dec-2013

CAGE CODE 1W2Y5

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)

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.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [X] D. OTHER (Specify type of modification and authority) by mutual agreement of parties and FAR 43.103(a)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

██████████ Contracts Administrator

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

██████████, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

██████████
(Signature of person authorized to sign)

10-Jun-2016

BY ██████████
(Signature of Contracting Officer)

13-Jun-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to change the Information Assurance Analyst Level II from Raquel Moore to Caroline Regan in accordance with the Key Personnel Clause (Section C-8).

Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby increased from \$3,247,325.17 by \$0.00 to \$3,247,325.17.

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

CLIN/SLIN	From	To
-----------	------	----

A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 1 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	D310	Base Year: Information Assurance Support IAW the PWS and CDRL (WCF)	1.0	LO	██████████	██████████	
4001	D310	Option Year 1: Information Assurance Support IAW the PWS and CDRL (WCF)	1.0	LO	██████████	██████████	
7000	D310	Option Year 2: Information Assurance Support IAW the PWS and CDRL (WCF)	1.0	LO	██████████	██████████	
700001	D310	Funding for Option Year 2. (WCF)					

B-1 ADDITIONAL SLINS

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

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

(a) Total Estimated Hours.

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

CLIN	Fixed Fee %	# Labor Hrs / Yr
4000	██████████	██████████
4001	██████████	██████████
7000	██████████	██████████

(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.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 2 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 SEE TABLE BELOW 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.

	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	4000	██████████	██████	██████
OPTION I	4001	██████████	██████	██████
OPTION II	7000	██████████	██████	██████

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) ALLOTED TO FIXED FEE

SEE ATTACHMENT 4

(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:

ITEM(S) ALLOTED TO COST PERIOD OF PERFORMANCE

SEE ATTACHMENT 4

(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.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 3 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 PERFORMANCE WORK STATEMENT

Work under this task order shall be performed in accordance with the following Performance Work Statement and Exhibit A Contract Data Requirements List (CDRL).

1.0 INTRODUCTION

Work under this task order shall be performed in accordance with the following Performance Work Statement and Exhibit A Contract Data Requirements List (CDRL).

2.0 BACKGROUND

SSC Pacific, in compliance with Information Assurance policy by the Department of Defense (DOD) and the Department of the Navy (DON), has implemented a chartered Information Assurance Program, which is administered by an appointed Command Information Assurance Manager.

The Command Information Assurance Manager (IAM) is tasked Command-wide to implement the Information Assurance Program (IAP) and ensure compliance with Information Assurance (IA) policies at SSC Pacific and its remote sites for use with all Information Technology systems, networks and media used at General Service or collateral classified and/or unclassified levels, as well as Cross-Domain Solutions. IA support is required to aid the Command IAM in meeting varied IA tasks within the Command as required by the IA policy and higher authority. In this task, IA support will be provided in processing Defense Information Assurance Certification and Accreditation Process (DIACAP) and in support of other IA for the local IAP and the Command IAM.

3.0 SCOPE

The scope of this task includes contractor support for the IA Group, SSC Pacific Code 82400.

This effort provides support, analysis and recommendations for IA efforts. IA support includes processing in-house system and network accreditation requests per DIACAP Risk Management Framework and includes IA approval processes such as system and media declassifications, remote access requests, virus reports, CTO/NTD/FRAGO/CND Directive response, Cyber Security Inspections and Command Cyber Readiness Inspections and general support of the local IAP and Command IAM.

4.0 APPLICABLE DIRECTIVES / DOCUMENTS

The following documents may be referenced during the completion of this task. Additional documents may be required. Succeeding revisions shall be substituted or incorporated via modification to the task order.

- SECNAV M-5239.1
- SECNAVINST 5239.3B
- DoDD 8500.1
- DoDD 8500.2
- DoD 8510.1-M
- DoD 8570.01-M

5.0 TECHNICAL REQUIREMENTS

The Contractor shall provide high technical competence and exemplary IA Technical and Program Management skills described in the following paragraphs. The Contractor shall coordinate with other

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 4 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

internal and external stakeholders and provide feedback. The Contactor shall prepare and deliver products in accordance with the requirements stated in this PWS and Exhibit A CDRL. The Contractor shall provide methods, processes and tools to strive for cost, schedule and performance efficiencies. The Contractor shall provide the necessary timely assistance to meeting emergent requirements.

The Contractor shall prepare and deliver the Contractor's Monthly Status Report (CDRL A001), which reports the status of the performance, schedule, cost, personnel and other direct costs.

5.1 Acquisition Management Support

5.1.1 The Contractor shall provide assistance in reviewing, monitoring and updating documentation and ensure programs comply with statutes and regulations. The Contractor shall ensure that the content and format of documents are in accordance with current guidance.

All documentation preparation, analysis and reviews shall be created in the proper format, be proofed and submitted to the COR.

5.1.2 The Contractor shall participate in reviews, coordination team meetings and program decision reviews. The Contractor shall actively participate in internal and external working groups as assigned. The Contractor shall prepare all required documentation necessary for active participation in these meetings.

5.1.3 In support of IA and Cyber Security, the Contractor shall provide recommendations on life cycle support migration strategies for SSC Pacific programs/projects.

5.2 Program Management Support

5.2.1 The Contractor shall assist in the preparation and maintenance of management data inclusive of: (1) Work Breakdown Structures (WBS), (2) program and project schedules, (3) progressive/special reports and supporting documentation, and (4) Plans of Action and Milestones (POA&Ms). The Contractor shall process project management data as received, updating project files as necessary for proper program and project management and in time to support the schedules.

5.2.2 The Contractor shall maintain and update databases/spreadsheets to support Division requirements. This effort includes data entry, problem resolution and use of algorithms and other data analysis tools such as graphs, pivot charts, macros and custom reports.

5.2.3 The Contractor shall participate in meetings, conferences and working groups. The Contractor shall be responsible for providing all supporting documentation necessary for full participation in the meetings.

5.2.4 The Contractor shall prepare and deliver conference/meeting agendas, which outlines the purpose, location, schedule, and the associated presentation material in the form of slides and/or handouts. In addition, the Contractor shall document significant understandings, recommendations or suggestions, decisions reached and action items resulting from discussions in the form of conference/meeting minutes or reports.

5.2.5 The Contractor shall investigate, conduct surveys and compile statistics necessary to prepare reports, correspondence, messages, and memoranda within the requested time frame.

5.2.6 The Contractor shall support the Division with the preparation and development of graphics, briefings, and multimedia presentations. Preparation shall include creating illustrations,

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 5 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

diagrams and charts.

5.2.7 The Contractor shall provide organizational training to program personnel in the establishment of new processes and procedures necessary for successful implementation of new automated tool sets.

5.3 Administrative and Management Support

5.3.1 Administrative Support:

5.3.1.1 The Contractor shall support the Division in the management of day-to-day administrative operations:

5.3.1.2 The Contractor shall investigate, conduct surveys and compile statistics necessary to edit reports, correspondence, messages and memoranda within the established time frame.

5.3.1.3 The Contractor shall track internal Division action items during weekly calendar reviews and program management team meetings (PMT) and work with responsible teams to close those action items.

5.3.2 Management Support:

5.3.2.1 The Contractor shall support the program office in successfully accomplishing program/project objectives and providing support.

5.3.2.2 The Contractor shall support the preparation and implementation of operating policies and procedures, security related measures and controls and information management.

5.3.2.3 The Contractor shall comply with all security regulations and instructions concerning handling and storage of classified material under their control. Classified material will be inventoried annually by government authority with no inventory discrepancies allowed.

5.4 Progress Tracking and Evaluation

5.4.1 The Contractor shall assist in monitoring IA production and integration efforts through report assessment, program milestone, Independent Verification and Validation (IV&V), compliance with computer resource life cycle management plan (CRLCMP), computer security accreditation plan (CSAP) and other progress measures.

5.4.2 The Contractor shall provide input for IA production representative systems engineering requirements of IT systems and networks by comparing state-of-the-art security capabilities to approved acquisition documents and provide an Analysis of Alternatives (AoA) to support Hardware/Software Engineering Change Proposals (ECP's).

5.4.3 The Contractor shall monitor the results of production IA activities to support Division's implementation of the overall IA program.

5.4.4 The Contractor shall recommend corrective action or technical options when planned accomplishments or production IA operational goals are not achieved.

5.4.5 The Contractor shall provide technical input while attending program reviews, briefings, working groups, acceptance tests and other relevant meetings to communicate and translate joint

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 6 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

service security requirements into DoN INFOSEC requirements and provide point papers, trip reports and meeting minutes.

5.5 Requirements Definitions and Analysis

5.5.1 The Contractor shall provide support in identifying viable approaches for the research, development, testing and support of information systems and equipment to satisfy IA requirements.

5.5.2 The Contractor shall recommend changes to the DoN and DoD IA goals and initiatives and revisions to IA systems.

5.5.3 The Contractor shall develop and present alternatives, scope, cost/schedule analysis and associated risks/benefits for all project phases.

5.5.4 The Contractor shall develop and maintain a current list of communication systems deployed and in development requiring potential IA support.

5.5.5 The Contractor shall provide support in the identification and quantification of system criticality and risk, perform triage and provide recommendations concerning priorities for IA initiatives, process certification and accreditation packages and assess all IA technical approaches to ensure consistency with GIG IA performance objectives and key elements. When approaches are determined to be ineffective, inconsistent or incompatible, the Contractor shall provide recommendations concerning technical programmatic changes through point papers, status reports, program briefings, or other means to provide sufficient information for evaluation.

5.5.6 The Contractor shall provide certification and accreditation support in the transition from current RDAA structure to the DoN strategy for DAA consolidation.

5.6 Threat, Vulnerability and Risk Analysis

5.6.1 The Contractor shall provide support in the identification and analysis of the system concept and the identification of the operational and functional requirements of new, developing and existing systems in order to develop the system security approach which includes defining security environments, potential threats, vulnerabilities, safeguards, security performance indicators and risk factors.

5.6.2 The Contractor shall identify alternative operational or performance approaches and security measures and compare alternatives by applying decision criteria.

5.6.3 The Contractor shall conduct and evaluate threat, vulnerability and risk analysis of developing systems.

5.6.4 The Contractor shall document results of analysis and recommend corrective action, contingencies and other issues appropriate to each specific analysis.

5.7 Security Engineering

5.7.1 The Contractor shall assist Division personnel in providing security engineering support to developing systems.

5.7.2 The Contractor shall provide security inputs into system architectures.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 7 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

5.7.3 The Contractor shall provide recommendations of IA network security tools to be implemented.

5.7.4 The Contractor shall provide IA technical expertise at interchange meetings/design review and assist in the development of security policies/procedures.

5.7.5 The Contractor shall provide IA engineering and technical support to DoN IA systems engineering and product analysis.

5.7.6 The Contractor shall investigate system operational requirements and assist in the development of security functional and performance requirements for new systems.

5.7.7 The Contractor shall provide support in the development of IA system concept specifications on system and products under development.

5.7.8 The Contractor shall conduct continuing requirements analysis to identify and evaluate proposed changes to IA concepts and system specifications.

5.7.9 The Contractor shall perform security testing of systems as required during development to ensure security features are functioning properly.

5.7.10 The Contractor shall enter systems and Lab Packages into IATS or EMASS for processing by Authorizing Official Designated Representative (AODR) and/or ODAA.

5.8 Systems Maintenance

5.8.1 The Contractor shall support maintenance of IA system software, system specifications, system tools and products and prepare updates in the form of fielded engineering change proposals, software change proposals or errata that incorporate comments and changes.

5.8.2 The Contractor shall ensure that software changes are well documented for traceability and audit purposes.

5.8.3 The Contractor shall support Software Support Activity (SSA) functions for assigned IA system, tools and products.

5.8.4 The Contractor shall provide pre-SSA support or technical support to assigned SSAs for documentation, support tool development and maintenance.

5.8.5 The Contractor shall provide SSA support for utilization of test/development fixtures, assembler host operations and maintenance.

5.8.6 The Contractor shall provide security systems engineering support for code modification.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 8 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

5.9 Test and Evaluation

5.9.1 The Contactor shall provide adequate engineering and technical support for the DoN laboratory testing of IA systems, software, tools and products.

5.9.2 The Contractor shall assist in the documentation of test results for conducted tests and inspections, including quick-look reports, final test reports and lessons learned reports.

5.9.3 The Contractor shall assist in the analysis of test data and reports for tests conducted by other developers or entities and present findings or conclusions.

5.9.4 The Contactor shall provide adequate engineering and technical support for test and test related working groups, meetings, demonstrations and test events.

5.9.5 The Contractor shall use approved written testing procedures for all software testing, including computer program test plan/software test plan, computer program test specification and generation of the computer program test report/software test report.

5.10 Technology Development

5.10.1 The Contractor shall assist the Division in development of the capability to understand, evaluate, develop and apply technology to various DoN IA architecture problems, including IA applications, tools, equipment, processes, prototypes and products/solutions testing, analysis, proof of concept testing and new technology briefings and demonstrations.

5.10.2 The Contractor shall identify and provide recommended areas of developing technology for more intensive exploration and development by the DoN IA program.

5.10.3 The Contractor shall develop approaches for extended exploration of developing technologies as directed by the Government. Such approaches may include focused research and development, identification of potential applications, utilization in new IA products, developing and conducting tests, feasibility assessment applications or systems, proof of concept scenarios and pilot implementations. Proposed approaches should identify goals, schedules, resources, end products and other issues.

5.10.4 The Contractor shall provide recommendations for the development, testing of IA technologies and security products, systems, tools and literature to improve IA tools, systems, products and management. The Contractor shall make recommendations to support continued evaluation and assessment of new technologies, new applications.

6.0 DATA DELIVERABLES

Deliverables shall be provided in accordance with Exhibit A Contract Data Requirements List, DD Form 1423.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 9 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

7.0 PLACE OF PERFORMANCE

The place of performance for this task is SSC Pacific in San Diego, CA. The Government will provide desk space, desktop computer(s), administrative/office supplies to the on-site contractor support personnel. Government vehicles shall be used whenever possible to conduct IA business on SSC Pacific campus.

8.0 SECURITY

The nature of this task requires access to Top Secret information. The work performed by the Contractor will include access to unclassified and up to Top Secret data, information and spaces. The Contractor will be required to attend meetings classified up to the Top Secret level. The Contractor will be required to access Confidential, SECRET, TOP SECRET, NATO, COMSEC and SIPRNET.

The SSC Pacific NATO Control Officer / Alternate has reviewed the requirement supporting this contractual obligation and has approved the review to the prime contractor that in the performance of duties when investigating spillages the Contractor may come into contact with NATO information.

Any additional NATO document must be approved by the NCO prior to being reviewed by the Contractor. Note: In the event that subcontractors are needed on this contract, prior approval from SSC Pacific NATO Control Officer/Alternate is required before access to any NATO document is granted.

Anti-Terrorism / Force Protection (AT/FP) briefing are required for all personnel (Military, DoD Civilian and Contractors) per OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at <https://atlevel.dtic.mil/at/>, if experiencing problems accessing this website contact ssc_fortav@navy.mil. Forward a copy of the training certificate to the previous email address or fax to (619) 553-6863.

8.1 Operations Security. All work is to be performed in accordance with DoD and Navy Operations Security (OPSEC) requirements and in accordance with attachment 3 DD254.

9.0 CONTRACTOR MANPOWER REPORTING

The Contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Center - Pacific (SSC Pacific) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://www.ecmra.mil/>.

Reporting inputs (from contractors) will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 10 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

help desk at: <https://www.ecmra.mil/>.

For purposes of ECMRA reporting, the Federal Supply code / Product Service Code applicable to this order is R425.

Details about ECMRA can be found at NMCARS 5237.102(90) https://acquisition.navy.mil/rda/home/policy_and_guidance/nmcars.

C-2 QUALITY ASSURANCE PLAN

Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term. The Quality Assurance Surveillance Plan (QASP) is included as Attachment 2.

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

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

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

C-4 INFORMATION ASSURANCE (IA) CONTRACTOR TRAINING AND CERTIFICATIONS (JAN 2008) (252.239-7001)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

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

(a) All or a portion of the effort under this contract will be performed on a Government installation.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 11 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

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

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 12 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

following nature may be conducted by installation security authorities:

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.
- (c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- (e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

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

- (a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.
- (b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 days period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the Contracting Officer. These substitution requests shall provide the information required by paragraph (c) below.
- (c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or authorized representative will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
_____	<u>Sr Information Assurance Analyst Level III</u>
_____	<u>Information Assurance Analyst Level II</u>
_____	<u>Information Assurance Analyst Level II</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

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 13 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

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

C-9 PERSONNEL QUALIFICATION REQUIREMENTS

The Personnel Qualifications for the labor categories identified by the Government for the performance of this task order are provided in Attachment 1.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 14 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

See Clause G-5 Contracting Officer's Representative (COR)

All Deliverable shall be packaged and marked IAW Best Commercial Practices.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 15 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

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

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 16 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	12/2/2013 - 12/1/2014
4001	12/2/2014 - 12/1/2015
7000	12/2/2015 - 12/1/2016

F-1 PERIODS OF PERFORMANCE (DEC 1999)

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

7000	12/02/2015 - 12/01/2016
------	-------------------------

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.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 17 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 addressees identified in CDRL Item 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.

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

G-2 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

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

G-3 WIDE AREA WORK FLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause---

"Department of Defense Activity Address Code (DoDAAC)" is a six position code that uniquely identifies a unit, activity, or organization.

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

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

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

(c) *WAWF access.* To access WAWF, the contractor shall---

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training course and use the Practice Training Site before submitting payment requests

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 18 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <http://wawf.eb.mil/>

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

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

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

Cost Voucher

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

N66001

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DODAAC	HQ0339
Issue By DODAAC	N66001
Admin DODAAC	S0514A
Inspect By DODAAC	N66001
Inspector Contact Information	N/A
Ship To Code	See Clause G-5
Ship From Code	N/A
Mark For Code	See Clause G-5
Service Approver DoDAAC	N/A
Service Acceptor DoDAAC	See Clause G-5
Accept at Other DoDAAC	N/A
DCAA Auditor DoDAAC	N/A

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

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

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following Contracting activities WAWF point of contact.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 19 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SEE CLAUSE G-5

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

SUPPLEMENTAL WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006.

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

*In lieu of providing names of individuals, you may choose to assign an “employee code” to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

Attachments created with any Microsoft Office product or Adobe (.pdf files) are to be attached to the invoice in WAWF. The total size limit for files per invoice in WAWF is 5 megabytes. A separate copy of the invoice with back-up documentation shall be emailed to the COR/TOM.

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

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

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

G-4 ACTIVITY OMBUDSMAN

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

Name: [REDACTED]
Code: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
E-Mail: [REDACTED]

G-5 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

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

Name: [REDACTED]
Code: [REDACTED]

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 20 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Address: [REDACTED]
Phone: [REDACTED]
E-Mail: [REDACTED]

**G-6 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)
(SPAWAR G-321)**

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

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

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

Accounting Data

SLINID	PR Number	Amount
4000	130293887-0002	[REDACTED]
LLA :		
AA 97X4930 NH3P 252 77777 0 050120 2F 000000 COST CODE: A00001329712		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

4001	130045791200001	[REDACTED]
LLA :		
AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00002543301		
Funding for Option Year 1.		

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 21 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

700001 130045791200002 [REDACTED]
LLA :
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A10002543301
Funding for Option Year 2.

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 22 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 CONTRACTOR PICTURE BADGE (JUL 2013) (5252.204-9202)

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

(b) 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 upon termination of personnel or expiration or completion of the contract.

(c) 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.

SSC Pacific Security Office (<http://www.public.navy.mil/spawar/Pacific/Pages/VisitorInformation.aspx>)

H-3 CONTRACTOR IDENTIFICATION (DEC 1999) (5252.237-9602)

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

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

H-4 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 23 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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

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

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

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

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

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

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 24 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

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

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

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

H-5 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

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

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

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 25 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other members of the contractor's organization), company or Government representative.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-5 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

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

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

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

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 26 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

H-6 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION (DEC 1999) (5252.209-9203)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of Information Assurance. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

H-7 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOAL HUBZONE SET-ASIDE, 52.219-18. NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27, NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 27 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 28 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

I-1 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

I-2 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)

(a) *Definitions.* As used in this clause -

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) and (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that -

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds –
 - (i) For a contract awarded by the Department of Defense, the Coast Guard or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
 - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following contracts:

Any subcontract that is of the cost-reimbursement, time-and-materials, or labor-hour type; or is fixed-price and exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 29 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions of this contract.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant differences between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination –

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:



Alternate I

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 30 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(e)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

I-3 CLAUSES INCORPORATED BY REFERENCE

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.219-27 NOTICE OF TOTAL SERVICE DISABLED VETERAN OWNED SMALL BUSINESS SET ASIDE (MAY 2004)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

CONTRACT NO. N00178-05-D-4556	DELIVERY ORDER NO. 7N01	AMENDMENT/MODIFICATION NO. 09	PAGE 31 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

J-1 TASK ORDER ATTACHMENTS & EXHIBITS

Attachments:

Attachment No. 1 – Labor Categories and Qualifications dated February 2015

Attachment No. 2 – Quality Assurance Surveillance Plan (QASP) dated November 2013

Attachment No. 3 – Contract Security Classification Specification (DD254) dated 19 November 2013

Attachment No. 4 – Allotment of Funds

Exhibit(s):

Exhibit A - Contract Data Requirements List (CDRL), DD Form 1423