

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 13		3. EFFECTIVE DATE 29-Jan-2015		4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 katherine.holcomb@navy.mil 407-380-4316		CODE N00039		7. ADMINISTERED BY (If other than Item 6) DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY NY 11530-4761		CODE S3309A	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Purvis Systems 5225 ROUTE 347, SUITE 11 PORT JEFFERSON STATION NY 02842				9A. AMENDMENT OF SOLICITATION NO.			
							9B. DATED (SEE ITEM 11)
				[X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4109-NS01 10B. DATED (SEE ITEM 13) 23-Aug-2010			
CAGE CODE 52644		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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"/> B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). <input type="checkbox"/> C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <input type="checkbox"/> D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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)			
				Katherine L Holcomb, Contracting Officer			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)				BY /s/Katherine L Holcomb (Signature of Contracting Officer)		29-Jan-2015	
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

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GENERAL INFORMATION

The purpose of this modification is to:

1. Incorporate DFARS clauses 252.204-7000 Disclosure of Information (AUG 2013), and 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013), into Section I, in accordance with DASN Memorandum of 18 December 2014. All other terms and conditions remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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 [REDACTED] by [REDACTED] to [REDACTED].

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Base Year (O&MN,N)	1.0	LO			
4100	R425	Option Year 1 (O&MN,N)	1.0	LO			
410001	R425	ACRN AB - Incremental Funding (O&MN,N)					
410002	R425	ACRN AB - Incremental Funding (O&MN,N)					
4200	R425	Option Year 2 (O&MN,N)	1.0	LO			
4300	R425	Option Year 3 (O&MN,N)	1.0	LO			
430001	R425	ACRN AD - IncrementalFunding (O&MN,N)					
430002	R425	ACRN AE - IncrementalFunding (O&MN,N)					
430003	R425	ACRN AF - Incremental Funding (O&MN,N)					
430004	R425	ACRN AG - Incremental Funding (O&MN,N)					
4400	R425	Option Year 4 (O&MN,N)	1.0	LO			
440001	R425	ACRN AH - Incremental Funding (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Base Year (O&MN,N)	1.0	LO	
6100	R425	Option Year 1 (O&MN,N)	1.0	LO	
610001	R425	ACRN AB - Incremental Funding (O&MN,N)			
6200	R425	Option Year 2 (O&MN,N)	1.0	LO	
6300	R425	Option Year 3 (O&MN,N)	1.0	LO	
630001	R425	ACRN AD - Incremental Funding (O&MN,N)			
630002	R425	ACRN AG - Incremental Funding (O&MN,N)			
6400	R425	Option Year 4 (O&MN,N)	1.0	LO	
640001	R425	ACRN AH - Incremental Funding (O&MN,N)			

B-1 ADDITIONAL SLINS

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

B-2 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (SPAWAR 5252.216-9204 - MAR 1994)

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(a) Subject to the provisions of the “Limitation of Cost” or “Limitation of Funds” clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

<u>CLIN</u>	<u>Total Staff-hours of Direct Labor (X)</u>
4000	11,520
4100	11,520
4200	11,520
4300	11,520
4400	11,520

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections “B” and “C” of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor’s proposal as having hours included in the proposed level of effort.

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee’s residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the

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Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

(End of clause)

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B-3 ALLOTMENT OF FUNDS (PARTIAL) (SPAWAR 5252.232-9201 - JAN 1989)

- (a) This contract is partially incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee for incrementally funded items, as provided in the Section I clause of this contract entitled “Fixed Fee”, are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
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N/A	N/A
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- (c) The amounts presently available and allotted to this contract for payment of cost for incrementally funded items, subject to the Section I “Limitation of Funds” clause, the items covered thereby, and the period of performance for which it is estimated the allotted amounts will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
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N/A	N/A	N/A
N/A	N/A	N/A

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

- (e) Items 4000, 4100, 4200, 4300, 4400, 6000, 6100, 6200, 6300, and 6400 are fully funded and performance under such items is subject to the Section I “Limitation of Costs” clause.

- (f) The contractor shall segregate costs for the performance of incrementally funded items from the costs of performance of fully funded items.

(End of clause)

B-4 OTHER DIRECT COSTS

The Government reserves the right to increase the Other Direct Costs CLINs to reflect increases for travel and other direct costs. Travel costs shall be reimbursed based on actual, reasonable costs in accordance with the Joint Travel Regulations or with FAR 31.205-46. Travel and Other Direct Costs (ODCs) will be non-fee bearing cost elements subject to Material Handling and G&A rates only.

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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 Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 - and 2 (a), (b) & (c) Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE PLAN

- (1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.
- (2) Performance Standards:
 - a. The deliverables under this task order will be consistently technically accurate.
 - b. The services delivered under this task order will be consistently of high quality.
 - c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
 - d. The contractor will be consistently responsive to Government customers in its performance of this task order.
 - e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".
 - f. The contractor shall also comply with the performance standards in the Performance Requirements Summary (Technical Exhibit 1 of the Performance Work Statement)."
- (3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:
 - a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
 - b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.
- (4) Remedy
 - a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.
 - b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

C-3 WORKWEEK (DEC 1999) (SPAWAR C-315)

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

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installation. The normal workweek for Government employees at NUWC 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:

<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 in a normal week period.

C-4 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.

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(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-5 INFORMATION ASSURANCE (IA)

The contractor must follow DOD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.

The contractor shall follow SECNAVINST 5239.3A of 20 Dec 2004 & DoD 8500.2 of 6 Feb 2003 when performing IA tasks orders.

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.

X 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.

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

C-7 KEY PERSONNEL (DEC 1999)

(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 240 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 240 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 CONTRACT LABOR CATEGORY

NAME TITLE

[REDACTED]	
[REDACTED]	[REDACTED]
[REDACTED]	
[REDACTED]	

(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

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the Government for any resultant delay, loss or damage.

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

(g) The Key Personnel listed above shall be available for work within 5 working days after contract award. Other personnel shall be available within 3 weeks after contract award unless directed by the Contracting Officer's Representative (COR).

C-8 PERSONNEL RESUMES (INFORMATION TECHNOLOGY SUPPORT SERVICES

CONTRACTS) (SEP 1995)

(a) General

The Contractor shall provide individual and corporate experience and expertise commensurate with the technical requirements of this contract. Key personnel must be available for full-time assignment to this contract at contract award. Those considered to be key personnel are specified in Specification C- 8 "Key Personnel." The experience of personnel proposed must be equal to (or exceed) the level specified elsewhere in this contract and equal (or exceed) the level specified in the Corporate Labor Category Standard (CLCS) resumes.

(b) Corporate Labor Category Standard Resumes

Corporate Labor Category Standard (CLCS) resume is the offeror's labor standard for education and experience which may be used to satisfy the Government's labor category requirements. CLCS resumes that exceed the Government's minimum requirements will become the applicable Government standard at contract award and will be the established standard for contract performance.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/23/2010 - 8/22/2011
4100	8/23/2011 - 8/22/2012
4200	8/23/2012 - 8/22/2013
4300	8/23/2013 - 8/22/2014
4400	8/23/2014 - 8/22/2015
6000	8/23/2010 - 8/22/2011
6100	8/23/2011 - 8/22/2012
6200	8/23/2012 - 8/22/2013
6300	8/23/2013 - 8/22/2014
6400	8/23/2014 - 8/22/2015

CLIN - DELIVERIES OR PERFORMANCE

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

4000	8/23/2010 - 8/22/2011
4100	8/23/2011 - 8/22/2012
4200	8/23/2012 - 8/22/2013
4300	8/23/2013 - 8/22/2014
4400	8/23/2014 - 8/22/2015
6000	8/23/2010 - 8/22/2011
6100	8/23/2011 - 8/22/2012
6200	8/23/2012 - 8/22/2013
6300	8/23/2013 - 8/22/2014
6400	8/23/2014 - 8/22/2015

Services to be performed hereunder will be provided at (insert specific address and building etc.)

F-1 PERIODS OF PERFORMANCE (DEC 1999)

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

Any option CLIN period of performance which extends past the current period of performance of

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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

Task Order Manager

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 A004. Submissions are due monthly by the 15th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

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

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

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

There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice. 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)

This is a Cost-Plus-Fixed-Fee CPFF/COST task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008) (SPAWAR G-300 (VARIATION))

(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

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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 for 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 ¹	Cost
Issuing Office DODAAC	N00039
Admin DODAAC:	S3309A
Inspector DODAAC (if applicable)	Insert the UIC of the inspecting activity
Acceptor DODAAC:	N00039
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	Insert the UIC of the certifying activity (Block 14 of DD1155)
DCAA Auditor DoDAAC ² :	Insert the UIC of the DCAA Auditor
Service Approver DoDAAC ² :	Insert the UIC of the on-site Approver who signs off on the final cost voucher
PAY DODAAC:	HQ0337

¹ Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

² Only applies to cost vouchers.

*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: LCDR Brad Vetting
Code: SPAWAR 2.0B
Address: 4301 Pacific Highway, San Diego CA 92110
Phone: (619) 524-7598
E-Mail: brad.vetting@navy.mil

G-6 TASK ORDER MANAGER

The SPAWAR Task Order Manager for this Task Order is:

Name: Elizabeth A. Beshara
Code: NUWC NWPT
Address: 1176 Howell Street, New Port RI 02841
Phone: (401) 832-3491
Email: elizabeth.beshara@navy.mil

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

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
4000	1300173060	
LLA :		
AA 1701804 5M4K 252 00039 0 050120 2D 000000		
Standard Number: 130017306000001		
COST CODE: A00000536624		
CIN 130017306000001		

6000	1300173060	
LLA :		
AA 1701804 5M4K 252 00039 0 050120 2D 000000		
Standard Number: 130017306000001		
COST CODE: A00000536624		
CIN 130017306000001		

BASE Funding XXXXXXXXXX
Cumulative Funding XXXXXXXXXX

MOD 01 Funding XXXXXX
Cumulative Funding XXXXXXXXXX

MOD 02

410001	1300211012	
LLA :		
AB 1711804 5M4K 252 00039 0 050120 2D 000000		
COST CODE A00000788193		
CIN 130021101200001		

610001	1300211012	
LLA :		
AB 1711804 5M4K 252 00039 0 050120 2D 000000		
COST CODE A00000788193		
CIN 130021101200001		

MOD 02 Funding XXXXXXXXXX
Cumulative Funding XXXXXXXXXX

MOD 03

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410002 1300228029 [REDACTED]
 LLA :
 AB 1711804 5M4K 252 00039 0 050120 2D 000000
 COST CODE: A00000886419
 CIN: 130022802900001

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

4200 1300279077 [REDACTED]
 LLA :
 AC 1721804 5M4K 252 00039 0 050120 2D 000000
 COST CODE: A00001256527
 CIN: 130027907700001

6200 1300279077 [REDACTED]
 LLA :
 AC 1721804 5M4K 252 00039 0 050120 2D 000000
 COST CODE: A00001256527
 CIN: 130027907700001

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

430001 1300301325 [REDACTED]
 LLA :
 AD 1731804 5M4K 252 00039 0 050120 2D 000000
 COST CODE: A00001803232
 CIN: 130030132500001

630001 1300301325 [REDACTED]
 LLA :
 AD 1731804 5M4K 252 00039 0 050120 2D 000000
 COST CODE: A00001803232
 CIN: 130030132500001

MOD 06 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 07

430002 1300365027 [REDACTED]
 LLA :
 AE 1731804 5M4K 252 00039 0 050120 2D 000000
 COST CODE: A00001820458
 CIN: 130036502700001

MOD 07 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 08

430003 1300363796 [REDACTED]
 LLA :
 AF 1731804 5M1K 252 00039 0 050120 2D 000000
 COST CODE: A00001814636
 CIN: 130036379600001

430004 1300372546 [REDACTED]
 LLA :
 AG 1731804 5M1K 252 00039 0 050120 2D 000000

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COST CODE: A00001863282
CIN: 130037254600001

630002 1300372546 [REDACTED]
LLA :
AG 1731804 5M1K 252 00039 0 050120 2D 000000
COST CODE: A00001863282
CIN: 130037254600001

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

440001 130043127800001 [REDACTED]
LLA :
AH 1741804 5M4K 257 00039 0 050120 2D 000000 A00002333352

640001 130043127800001 [REDACTED]
LLA :
AH 1741804 5M4K 257 00039 0 050120 2D 000000 A00002333352

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

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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 SPAWARSYSCOM 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 SPAWARSYSCOM prior to completion of the picture badge request.
- (b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) At the completion of the contract, the contractor shall forward to SPAWARSYSCOM 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

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(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:

(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

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

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

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

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

(h) The Prime Contractor will submit a signed copy of the Contractor to SPAWAR Non-Disclosure Agreement, see Section J, Attachment 11.

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.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

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

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

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

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

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

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

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order NS01 as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

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

SIGNATURE _____

TYPED NAME _____

DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material

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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.

(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.

H-9 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

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(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services

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performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those

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expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) “Permanent Duty Station” (PDS) is the location of the employee’s permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) “Privately Owned Conveyance” (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

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EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-10 DELIVERY ORDER LIMITATIONS OF COST/FUNDS (DEC 1999) (SPAWAR)

In accordance with the FAR Clause 52.232-20, "Limitation of Cost," or 52.232-22 "Limitation of Funds," the Government shall not be obligated to reimburse the Contractor for work performed, items delivered, or any costs incurred under orders issued under the resultant contract, except as authorized by the contracting officer.

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The cost factors utilized in determining the estimated costs under any order placed hereunder shall be the applicable rates current at the time of issuance of the task or delivery order, not to exceed, however, any ceilings established by the terms of this contract.

If at any time 75% of either the estimated cost or estimated level of effort specified in the task or delivery order is reached and it appears that additional funds and/or level of effort is required to complete performance, the Contractor shall promptly notify the Ordering Officer in writing. Such notification shall include the cost and level of effort expended and that which will be required to complete performance. The Government shall have the right to modify the task or delivery order accordingly.

If the Contractor exceeds the estimated costs authorized by task or delivery order placed hereunder, the Government will be responsible only for reimbursement of the cost and payment of fee in an amount up to that established by the task or delivery order.

The total amount of all task or delivery orders issued shall not exceed the estimated costs and fixed fee or level of effort set forth in this contract

H-11 - 252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention;

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and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

H-12 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 TOTAL 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 concern, a small business concern certified by the SBA for participation in the SBAs 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 of the basic contract.

H-13 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it

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is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-14 Left Blank

H-15 - 5252.215-9210 INCORPORATION OF REPRESENTATIONS AND CERTIFICATIONS BY REFERENCE (NOV 1991)

All representations and certifications and other written statements made by the contractor in response to Section K of the solicitation or at the request of the contracting officer which are incident to the award of the contract or modification of this contract, are hereby incorporated by reference with the same force and effect as if they were given in full text.

H-16 - 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME Katherine Holcomb

ADDRESS 12350 Research Parkway, Partnership III, Orlando, FL 32826

TELEPHONE (407) 380-4316

H-17 5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 4, involves access to and handling of classified material up to and including Secret.

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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 Security Officer, SPAWAR Code 8.3.3, 4301 Pacific Highway, San Diego, CA 92110.

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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 15 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 and one half (5 1/2) years.

I-2 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any service within the limits and the rates specified in the contract. These rates may be adjusted only as a revision to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance here-under shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 14 days prior to exercising.

I-3 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

(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 is 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) or (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

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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 subcontracts:

All Subcontractors proposed subsequent to modification NS0106.

(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.
- (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 certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (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 certified 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 certified 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 certified 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 difference 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 a 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

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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:

See contractor's proposal.

I-4 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (252.222-7999) (FEB 2010)

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional

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infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

I-5 CLAUSES INCORPORATED BY REFERENCE

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

I-6 SECURITY REQUIREMENTS (52.204-2) (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with --

(1) The Security Agreement (DD Form 441), including the *National Industrial Security Program Operating Manual* (DoD 5220.22-M); and

(2) Any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this

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contract that involve access to classified information.

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 Performance Work Statement (PWS)

Attachment No. 2 CDRLs with Attachments

Attachment 2(a) MSR CDRL Staffing Plan Att 1

Attachment 2(b) MSR CDRL Staffing Plan Att 2

Attachment No. 2 (c) - CDRL Ref Eng and PM WBS Map

Attachment No. 2 (d) - CDRL Ref Prefixes and Global WBS

Attachment No. 3 - Non-Disclosure Agreement

Attachment 4 - DD Form 254 (Revision 2)

**SEAPORT
PERFORMANCE WORK STATEMENT (PWS)**

FOR THE

**Navy Training Management and Planning System (NTMPS)
System/Operational Support Services**

**Sea Warrior Program Office
PMW 240**



eSolutions for Sailor and Fleet Readiness

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SEAPORT Performance Work Statement
Navy Training Management and Planning System
(NTMPS)

Section 1 - General Information

1.0 INTRODUCTION

PMW 240 (Sea Warrior) is acquiring sustainment and maintenance services for information technology systems hosted by the Naval Undersea Warfare Center Division, Newport (Code 2516) at the Navy Training Management and Planning System (NTMPS) Data Warehouse.

1.1 Background

The NTMPS Servers are hosted at the Naval Undersea Warfare Center, Division Newport (NUWC DIVNPT) Code 25. As Technical Directing Agent (TDA), NUWC Code 25 has been tasked to maintain the Servers, Network Infrastructure, Database Operations and provide Configuration Management support for the NTMPS program which support management of Manpower, Personnel, Training, Education (MPTE) assets and requirements analysis by senior training management personnel including PEO-EIS (PMW 240), Naval Education and Training Command (NETC), Fleet Forces Command (FFC), MPTE Activities, and other Navy activities. The NTMPS program integrates data retrieved from over 50 existing Navy databases and files into an effective, powerful and authoritative MPTE training management system with which to manage current and future Navy manpower, personnel, and training requirements.

1.2 Scope

The scope of this effort is to obtain system/operational support services in support of implementing and maintaining NTMPS systems, as described in Section 5.0.

Services shall be performed at the Naval Undersea Warfare Center, Division Newport in the NTMPS Lab area.

1.2.1 Non-Personal Services

This Performance Work Statement (PWS) identifies services that are strictly non-personal in nature.

1.3 Reserved

1.4 Security

1.4.1 Access

The nature of this task requires access to controlled unclassified information (CUI). The work performed by the Contractor may include access to Personally Identifiable Information (PII), Unclassified and FOUO data, information, and spaces. The Contractor shall be required to attend meetings classified at unclassified levels. The contract DD Form 254 delineates the level of access required under the contract.

The nature of this task requires access up to SECRET information. The work performed by the contractor will include access up to SECRET data, information, and spaces. The contractor will be required to attend meetings classified up to the SECRET level.

OPSEC REQUIREMENTS:

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

1.4.1.1. Classified Work. Where necessary, properly cleared contractor personnel must conduct work within Sensitive Compartmented Information (SCI) program channels and Sensitive Compartmented Information Facility (SCIF) as directed.

1.4.2 Support Personnel

In order to support this effort, during the period of performance, the Contractor shall maintain personnel with current eligible clearances as required.

1.4.3 Contractor Security Officer

The Contractor shall appoint a Security Officer who shall:

- (1) be responsible for all security aspects of the work performed under this PWS,
- (2) ensure compliance with all DOD and Service regulations regarding security and
- (3) ensure compliance with any written instructions from the Security Officers of each Government facility.

1.4.3.1. Access. The Contractor may have access to live data during the performance of this PWS. Any records and data or information the Contractor may have access to may be highly sensitive.

1.4.3.1.1. The Contractor shall not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information.

1.4.3.1.2. It is the Contractor's responsibility to ensure that all Contractor employees have proper authority.

1.4.3.1.3. All CUI material shall be processed and protected in accordance with the provisions of this performance work statement and all required instructions and directives in effect concerning the processing of CUI material.

1.4.4 Certification Levels

Personnel shall achieve the DoD 8570 certification level appropriate for their level of access.

1.4.5 Travel

Travel may be required in the performance of this delivery order. Trips to Pensacola FL and/or Norfolk, VA may be necessary to support NTMPS technical reviews. Travel to other activities may also be necessary. Any travel must comply with the Joint Travel Regulations (JTR).

1.5 Best Practices

Work performed by the Contractor shall provide support to PM Naval Training Management and Planning System (NTMPS) and SPAWAR command-level using "Best Practices" principles, such as those incorporated in the SPAWAR Program Manager's Toolkit Acquisition Support Office Guides (1) Acquisition Program Structure Guide; (2) Contract Management Process Guide; (3) Program Manager's Handbook; (4) Scheduling Guide; (5) Systems Engineering Guide; (6) Technology Alignment Guide and support the command wide implementation process.

1.7 Special Requirements

1.7.1 Standards

The Contractor shall adopt data and Information Technology (IT) standards for system modifications and new development that are required by DoD Information Technology Standards Registry (DISR), other DoD/Federal policies, guidance and standards.

1.7.1.1 DoD Information Technology Standards Registry (DISR). The contractor must use the current online version of the DISR available at <http://disronline.disa.mil> as the overarching approved DoD reference for use in developing technical solutions.

Section 2 – Definitions and ACRONYMS

2.0 DEFINITIONS AND ACRONYMS

2.1 Definitions

The following contains unique definitions, based specifically on use within this document.

2.2 ACRONYMS

The following contains two lists of ACRONYMS, standard template and unique, based specifically on this document.

2.2.1 Standard template ACRONYMS

ACOR	Alternate Contracting Officer's Representative
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CCE	Contracting Center of Excellence
CFR	Code of Federal Regulations
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTR	Contracting Officer's Technical Representative
COTS	Commercial Off the Shelf
DA	Department of the Army
DD250	Department of Defense Form 250 (Receiving Report)
DD254	Department of Defense Contract Security Requirement List
DFARS	Defense Federal Acquisition Regulation Supplement
DMDC	Defense Manpower Data Center
DOD	Department of Defense
FAR	Federal Acquisition Regulation
HIPAA	Health Insurance Portability and Accountability Act of 1996
JTR	Joint Travel Regulations
KO	Contracting Officer
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
ODC	Other Direct Costs
PIPO	Phase In/Phase Out
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
QC	Quality Control
QCP	Quality Control Program
TE	Technical Exhibit

2.2.2 Unique ACRONYMS

CCSL	Combat Control Systems Laboratory
CUI	Controlled Unclassified Information
FFC	Fleet Forces Command
MPTE	Manpower, Personnel, Training and Education
NETC	Naval Education and Training Command
NTMPS	Navy Training Management and Planning System
NUWCDIVNPT	Naval Undersea Warfare Center, Division Newport
PII	Personally Identifiable Information

TDA

Technical Directing Agent

Section 3 – Government Furnished Items and Services

3.0 GOVERNMENT FURNISHED PROPERTY

3.1 Government Furnished Equipment / Information

The Government will provide property, information, and/or material for the performance of this Task Order. The Government will also provide the following:

- NTMPS System Import Procedures, (Working Document)
- NTMPS Configuration Management Plan dtd Dec 2008
- NTMPS System Security Authorization Agreement (SSAA) dtd July 2009
- All NTMPS_metadata tables (Database Tables)
- Sea Warrior Program Configuration Management Plan

Section 4 – Contractor Furnished Items and Services

4.0 CONTRACTOR FURNISHED EQUIPMENT / INFORMATION

4.1 General

The Contractor shall furnish all supplies, equipment, facilities and services required to perform work under this contract that are not listed under Part 3 of this PWS. The Contractor shall provide all necessary tools, equipment and software applications required for a development environment suitable for the proposed ETMDS solution. The Contractor shall also provide all necessary personnel, tools, equipment and software applications required to conduct testing up to, and through, the Application Functional Testing (AFT) phase.

Section 5 – Specific Tasks

5.0 PERFORMANCE REQUIREMENTS

The Contractor shall perform the following tasks in accomplishing the requirements of this PWS.

5.1 Program Management Support

The Contractor shall provide database preparation, software integration and systems engineering/administration support services for the Navy Training Management and Planning System (NTMPS) as specified in the following tasks.

5.2 Database Preparation

The Contractor shall conduct the data transfer and loads (database preparation) required for the NTMPS database. This effort shall consist of transferring supplier data in accordance with NTMPS data schedules (as described in the NTMPS System Import Procedures and in the NTMPS_TAB_NM table), loading the data, and addressing any quality assurance issues when necessary. The Contractor shall complete preparation for the NTMPS weekly data loads for testing on every Monday morning by 0800 Eastern Time, unless otherwise approved by the NTMPS Task Order Manager. Timeliness is critical to the builds of the Sea Warrior Datamarts. The Contractor shall address/resolve all issues identified during testing within 24 hours or less. The Contractor shall transition the data to the NTMPS production databases on the same night of data testing completion (weekly and monthly loads). Times and dates of both weekly data loads (ready for testing) and transitioning of data to Production shall be recorded and included in the Monthly Progress Report (CDRL A005). Additionally, the Contractor shall monitor and maintain all NTMPS data extracts provided to external customers per NTMPS external system agreements (ICD, MOA, NTMPS_EXTRACT table). All transfer of sensitive data shall be accomplished over secure channels including Secure File Transfer Protocol (SFTP), encrypted e-mail, https/Secure Socket Layer or other means approved by the NTMPS Project Engineer.

5.3 NTMPS Database Import Software

The Contractor shall maintain and update NTMPS software for importing disparate data into the NTMPS database and document all changes to the NTMPS System Import Procedures manual (CDRL A001) upon any changes to the software. The NTMPS System Import Procedures manual shall be updated within 5 working days of any software change. The Contractor shall develop/implement new data load and extract programs as determined by the Sea Warrior change request approval process. Software shall be developed in accordance with the NTMPS CM Plan and in accordance with the NTMPS_BUSINESS_RULE, NTMPS_TAB_NM and NTMPS_COL_NM tables. Import software shall be error-free before implementing in a Production Environment.

5.4 NTMPS Database Support

The Contractor shall support the administration of the NTMPS databases. Tasking shall include, but not be limited to the following; a) maintenance of NTMPS database documentation (CDRL A001) such as import procedure documents, interface control documents and memorandum of agreements, b) monitoring of NTMPS database performance and queries and when applicable, tuning of queries for more efficient data access, c) monitoring of NTMPS data naming convention compliance, d) creation of data tables and objects, and e) general database administration support. The Contractor shall maintain the NTMPS_* tables which contain data standards, business rules, naming conventions and other NTMPS specific metadata.

5.5 Configuration Management Support

The Contractor shall provide administration services on the NTMPS CM software/system and update to the latest version of Serena software as applicable or as required to be compliant with DADMS approved software versions. The Contractor shall update the NTMPS Configuration Management Plan (CDRL A002) as directed by the NTMPS Task Order Manager. The Contractor shall provide support to the NTMPS Sea Warrior Configuration Management coordinator and provide guidance/support with NTMPS compliance with the Sea Warrior Program Configuration Management Plan policies.

5.6 System Engineering

The Contractor shall provide system engineering and system and network administration support for the NTMPS systems and server environment.

5.6.1 System Administration

The Contractor shall perform system administration for the NTMPS servers which includes production and development/test servers, client machines and all other hardware and software associated with the network (as seen in the NTMPS SSAA). Support shall be provided from 0700 through 1700 Monday – Friday unless otherwise directed specified. System Administration may include, but not be limited to: system backups, automated scripts, updating of system software (i.e. virus definitions, operating system patches), and support of NTMPS users and development team when necessary. The Contractor shall maintain the NTMPS Citrix XENAPP server and the Enterprise Performance Management (EPM) Cognos server. The Contractor shall create and maintain user accounts, and investigate and resolve problems related to the network.

The Contractor shall perform system and network maintenance on all of the NTMPS Servers. The Contractor shall provide recommendations for increasing performance and minimizing risk in both the Citrix Xenapp environment and in the Microsoft Internet Information System (IIS) environment. The contractor shall ensure the server environment has an operational availability (OA), assuming reliable connectivity, of 97% (threshold) with a target of 99.5%. OA is defined as Uptime divided by Total Time. Total Time is defined as Uptime plus Down Time. Uptime is defined as the time when the system is considered to be ready for use (e.g., when the system is operating, in standby, or turned off but available for use). Down Time is the sum of the total time lost for preventative maintenance as well as all unscheduled failures that impair performance of mission essential functions (these failures are defined as operational mission failures). Down Time does not include time lost due to the failure of shared infrastructures not under the cognizance of the NTMPS Team. All time spent performing repair of operational mission hardware failures and operational mission software failures is part of Down Time. Down Time also includes time for logistics delays and fault correction time for software and hardware maintenance. Routine backups and other daily procedures shall be accomplished without Down Time.

The Contractor shall perform upgrades when necessary and approved by the NTMPS Task Order Manager on NTMPS commercial software products (listed in SSAA). Major upgrades may require Sea Warrior CCB approval.

5.6.2 NTMPS Information Security

The Contractor shall perform system administration for the NTMPS servers in support of the NTMPS Information System Security Policy (ISSP) as defined in the NTMPS SSAA. The Contractor shall participate in all yearly security reviews and contingency testing. The Contractor shall assure that NTMPS servers comply with all applicable IAVA/IAVB and comply with Navy IA policy. The Contractor shall monitor daily NUWC Retina scan results and Gold Disk scans (when directed by the NTMPS Task Order Manager) and inform NTMPS management of pending and overdue vulnerabilities. Upon the NTMPS Task Order Manager approval, the Contractor shall take immediate action and remediate any overdue or pending vulnerability. The Contractor shall notify the NTMPS Task Order Manager when commercial software patches are available and install upon approval.

The Contractor shall complete training yearly in both Information Assurance and Privacy Act/Personally Identifiable Information (PII). All PII shall be protected in accordance with Navy/DOD policy.

5.7 NTMPS System Upgrades

The Contractor shall provide technology upgrades to support new versions of operating systems and other hardware/software upgrades required by NTMPS.

5.7.1 Develop and Maintain a NTMPS Plan of Action and Milestone Schedules

The Contractor shall develop and maintain a NTMPS plan of action and milestone (POA&M) schedule for system maintenance tasks (CDRL A003). The Contractor shall support the NTMPS Task Order Manager for Technical Reviews, meetings, etc.

5.8 Progress Reporting

The Contractor shall provide monthly progress reports (CDRL B001) detailing the work accomplished in each task area. In addition to the content noted in CDRL B001, the report shall include as a minimum the following information:

- . Status of Current Tasks
- . Deliverables Provided
- . Time/Dates of Weekly Releases, both ready for testing and moved to Production
- . Problems Encountered
- . Anticipated Activities
- . Attachments
- Data Accession List
- CDRL Schedule
- . Financial Status

Section 6 – Applicable Publications

6.0 APPLICABLE DOCUMENT/DIRECTIVES

The Contractor shall adhere to the following documents in accordance with this Performance Work Statement:			
Document Type	No./Version	Title	Date or most current version (if not listed or later than listed below)
Code of Federal Regulation	Title 48, Vol 1	Federal Acquisition Regulation	Current Version
Code of Federal Regulation	Title 48, Vol 2	Defense Federal Acquisition Regulation Supplement	Current Version
Contract	N00024-00-D-6000	Navy Marine Corps Intranet (NMCI)	01-Nov-00
DoD	7000.14-R	DoD Financial Management Regulation	Current Version
United States Code	31 USC 1301(a)	Money and Finance	Current Version
United States Code	31 USC 1502(a)	Money and Finance	Current Version
United States Code	31 USC 1517	Money and Finance	Current Version
JFTR	Vol 1	DoD Uniformed Service Travel	Current Version
Navy Manual		DoN Budget Guidance Manual	2 Jun 2008
Navy Regulation	NAVSO P-1000	DoN Financial Management Policy Manual	Current Version
Joint Regulation	JTR	DoD Civilian Personnel Travel	Current Version
OMB Circular	A-11	Preparation, Submission and Execution of the Budget	26 Jun 2008
DOD Directive	4630.5	Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS)	5 May 2004
DOD Directive	5000.1	Defense Acquisition System	12 May 2003
DODI	5000.02	Program Management	8 Dec 2008
DOD Directive	8500.1	Information Assurance	24 Oct 2002
SPAWARINST	7720.4C	Policy and responsibilities for SPAWAR Cost Estimating and Analysis Division	02 Aug 2004
DoD Manual	5000.4-M	DoD Manual Cost Analysis Guidance and Procedures	Dec 1992
NTMPS System Import Procedures		NTMPS System Import Procedures	Current Version
NTMPS Configuration Management Plan			Dec 2008
NTMPS System Security Authorization Agreement (SSAA)			August 2009

Section 7 – Attachment / Technical Exhibit List**Technical Exhibit 1 – Performance Requirements Summary (PRS)**

This document summarizes specific Contractor service requirements into performance objectives that relate directly to mission essential items. The column headings include, “Performance Objective, Standard Performance, Threshold, and Method of Surveillance”. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Requirements Summary				
Paragraph #	Performance Objective	Standard	Performance Threshold	Method of Surveillance
5.2	The Contractor shall conduct the data transfer and loads (database preparation) required for the NTMPS database.	Must be ready for testing Monday at 0800 unless otherwise approved by NTMPS PE.	Meets Standard	Weekly E-mail Notification
5.2	The Contractor shall transition the data to the NTMPS production databases on the same night of data testing completion (weekly and monthly loads).	Tested data transitioned to Production on the same night testing is completed.	Meets Standard	Government observation of testing notification and data transition notification e-mails.
5.2	All transfer of sensitive data must be accomplished over secure channels	Data is transferred via SFTP, encrypted e-mail, https/SSL or other means approved by the NTMPS PE	Meets Standard	Government observation
5.2	Contractor shall correct or mitigate all defects revealed during testing.	100% of all defects corrected or mitigated.”	24 Hours	Reported in Monthly CPSR.
5.3	The Contractor shall maintain and update NTMPS software for importing disparate data into the NTMPS database and document all changes to the NTMPS System Import Procedures manual upon any changes to the software. (A001)	NTMPS System Import Procedures are updated within 5 working days of a software modification	NTMPS System Import Procedures are updated within 10 working days of a software modification	Review of Import Procedure Documentation
5.3	Import software must be error free before implementing in a Production Environment	100% Error Free	Unless approved by NTMPS PE	Data Load test results
5.4	Maintenance of NTMPS database documentation and NTMPS_*tables	Documentation is updated within 5 days of any new or modified database structural changes	10 Days	Review of Database Documentation and NTMPS_* Tables

Performance Requirements Summary				
Paragraph #	Performance Objective	Standard	Performance Threshold	Method of Surveillance
5.5	The Contractor shall provide administration services on the NTMPS CM software/system and update to the latest version of Serena software as applicable	Serena Software is available to the NTMPS Team 99%	Serena Software is available to the NTMPS Team 95%	System Availability
5.6.1	Support must be provided from 0700 through 1700 Monday – Friday unless otherwise directed	Support is available 0700 to 1700, Mon-Fri	Meets Standard	Observation
5.6.1	The contractor shall ensure the server environment has an operational availability (OA), assuming reliable connectivity, of 97% (threshold) with a target of 99.5%.	OA of 99.5%	OA of 97%	Log Files
5.6.2	The Contractor shall assure that NTMPS servers comply with all applicable IAVA/IAVB and comply with Navy IA policy.	No Overdue IAVA/IAVBs.	No IAVA/IAVBs more than 2 days overdue	Retina Scan and Gold Disk Scan Reviews
5.7	The Contractor shall provide technology upgrades to support new versions of operating systems and other hardware/software upgrades required by NTMPS.	System upgrades are performed per schedule in POA&M	Meets Standard	Review of the POA&M
5.8	Monthly Progress Reports	Delivered once a month (15 th of every month) with all pertinent information included	Meets Standard	Government Review