

2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 24-Jan-2013	4. REQUISITION/PURCHASE REQ. NO. 1300150263-0003	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N66001	7. ADMINISTERED BY (If other than Item 6) CODE	S0107A

SPAWAR Systems Center, Pacific
53560 Hull Street
San Diego CA 92152-5001
simone.lucy@navy.mil 619-553-0928

DCMA HUNTSVILLE
1040 Research Blvd Ste 100
Madison AL 35758-2040

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) QINETIQ North America, Inc 890 Explorer Blvd. Huntsville AL 92056-2695		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4096-7N03 10B. DATED (SEE ITEM 13) 10-Mar-2009
CAGE CODE 59PM9	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) I-1 Option To Extend The Term Of The Contract (FAR 52.217-9)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Mike Spotz, Contracts Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Oralee C Martin, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Mike Spotz (Signature of person authorized to sign)	15C. DATE SIGNED 25-Jan-2013
	16B. UNITED STATES OF AMERICA BY /s/Oralee C Martin (Signature of Contracting Officer)
	16C. DATE SIGNED 05-Feb-2013

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GENERAL INFORMATION

The purpose of this modification is to exercise Option Period IV via CLINS 4003 and 6003 with a period of performance from 28 January 2013 to 27 January 2014 and incorporate revised DD 254 (Rev 1) dated 23 January 2013. Accordingly, said Task Order is modified as follows:

1. Funding is hereby provided for CLIN 4003 in the amount of [REDACTED]. Funding is hereby provided for CLIN 6003 in the amount of [REDACTED].

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
4003	OTHER	[REDACTED]	[REDACTED]	[REDACTED]
6003	OTHER	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4003	[REDACTED]	[REDACTED]	[REDACTED]
6003	[REDACTED]	[REDACTED]	[REDACTED]

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████	██████████	██████████
100001	(OTHER)					
100002	(RDT&E)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████	██████████	██████████
400001	Funding for CLIN 4000 (OTHER)					
4001	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████	██████████	██████████
400101	Funding for CLIN					

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4001 (OTHER)

4002	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████	██████████	██████████
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400201 Funding for CLIN 4002 (OTHER)

4003	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████	██████████	██████████
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████
6001	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████
6002	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████
600201	Funding for CLIN 6002 (OTHER)			
6003	Engineering services in accordance with Performance Work Statement. (OTHER)	1.0	LO	██████████

B-1 ADDITIONAL SLINS

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

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

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is [REDACTED] hours during the base period and [REDACTED] hours each during options 1 through 4. The [REDACTED] hours during the base period and [REDACTED] hours during each option period includes 0 uncompensated overtime labor hours.

(b) Computation of Fee.

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

(c) Modifications.

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

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

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$ [REDACTED] for Item 1000, [REDACTED] for Item 4000, [REDACTED] for Item 4001, [REDACTED] for Item 4002, and [REDACTED] for Item 4003 per labor hour invoiced by the contractor subject to the contract’s “Fixed Fee” clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

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

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

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

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

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ITEM(S) ALLOTTED TO FIXED FEE

1000 [REDACTED]

4000 [REDACTED]

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

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

1000 [REDACTED] 10 March 2009 through 12 January 2010

3000 [REDACTED] (Fully funded)

4000 [REDACTED] 10 March 2010 through 15 February 2011

6000 [REDACTED] (Fully funded)

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

B-4 ALLOWABLE COMPENSATION (COST-REIMBURSEMENT)

(a) Costs shall be incurred and recorded in accordance with generally accepted accounting practices as determined by the cognizant Defense Contract Audit Agency pursuant to the applicable provisions of Subpart 31.2 of FAR Part 31 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract, and in accordance with the provision of this contract entitled Allowable Cost and Payment (FAR 52.216-7), and subject to the following limitations.

In no event may the allowance for the following indirect rates, of the prime contractor during the period of performance set forth in Section F exceed the rates indicated below.

	Base	Opt 1	Opt 2	Opt 3	Opt 4
Fringe	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
O/H	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
G&A	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Code 842 Systems and Software Engineering Technical Services and Process Improvement Support

April 23, 2009

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare Systems Center San Diego (SSC San Diego), Code 842, is acquiring systems and software engineering technical services and process improvement support, including Lean Six Sigma (LSS), in order to help the Center to achieve its strategic goals.

2.0 BACKGROUND

The Business Process Re-engineering Branch, Code 842 is comprised of the Systems Engineering Process Office (SEPO) and the Lean Six Sigma (LSS) Team. Code 842 has been tasked to facilitate business process improvement, project management best practices, development of software and systems engineering policies and standards, and software and systems process improvement at SSC San Diego in order to raise SSC San Diego's project management, and software and systems engineering core competencies to a higher level of maturity in accordance with the Software Engineering Institute's (SEI) Capability Maturity Model Integration (CMMI) and the Project Management Institute's Project Management Body of Knowledge (PMBOK). In addition, Lean Six Sigma (LSS) methodology is used to develop and improve both technical and business processes. SEPO and the LSS Team were established by the Commanding Officer and Executive Director and represents a major commitment by SSC San Diego to improve product quality and reduce life cycle costs of SSC San Diego projects.

3.0 SCOPE

Some of the methods for achieving business, project management, and software and systems engineering process improvements include:

- Providing Training and education in project management, process improvement, and software and systems engineering, and LSS methodology
- Fostering process improvement by assisting projects in defining, implementing, and improving their engineering, management, and business processes

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- Briefing SSC San Diego sponsors and customers on best practices, process improvement, and engineering topics
- Maintaining and sharing a best practice, project management, LSS, and software and systems engineering library
- Providing for best practices, project management, and software and systems engineering technology transfer
- Developing business, project management, LSS, and software and systems engineering policies, standards, processes, and procedures.
- Conducting and/or participating in CMMI based appraisals to determine the process maturity of a project or organization.

SEPO and the LSS Team work with each of the SSC San Diego departments to implement process improvement by helping department to:

- Identify business, project management, process improvement, and software and systems engineering needs
- Generate process improvement plans
- Identify and use Center-wide business, project management, and engineering best practices
- Create and tailor business and project-specific process definitions and documentation requirements in concert with the Center's best practices
- Identify key goals and processes for improvement with regard to quality, service, flexibility, cost, and schedule
- Act as a liaison between the department and other SSC San Diego groups.

4.0 APPLICABLE DIRECTIVES

The following documents are a part of this Performance Work Statement. Succeeding revisions shall be substituted or incorporated via administrative modification.

- IEEE/EIA 12207, Software Life Cycle Processes
- IEEE15288 System Engineering, System Life Cycle Processes
- CMMI for Development, Version 1.2, Carnegie Mellon University (CMU)/Software Engineering Institute (SEI)-2006-TR-008, CMU/SEI, Aug 2006-08-31
- SSC San Diego Systems/Software Engineering Management Policy, 5234.2
- SSC San Diego Project Management Policy, 5234.1A
- SSC San Diego Project Management Guide, PR-OPD-29, SEPO
- Project Management Body of Knowledge (PMBOK), Project Management Institute (PMI) and its extensions

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- SEPO Configuration Management Procedure, PR-OPD-32, SEPO
- SSC San Diego Process Improvement Initiative Quality Assurance Plan, PL-OPD-01
- SSC San Diego Training Program Process, PR-TP-03, SEPO
- Handbook for Process Management, PR-OPD-05, SEPO
- PowerPoint Procedures for SEPO Presentations, PR-OPD-15, SEPO
- Project Management Plan for the SSC San Diego Process Improvement Initiative, PL-OPF-01 V1.3, SEPO
- SSC San Diego Lean Six Sigma Implementation Plan, LSS-PL-0001, LSS Team

5.0 PERFORMANCE REQUIREMENTS

5.1 DEVELOP, CONDUCT, COORDINATE, AND ATTEND PRESENTATIONS AND TRAINING ON SYSTEMS AND SOFTWARE ENGINEERING, PROJECT MANAGEMENT, AND LSS

5.1.1 (NWCF Overhead) (Code 842)

The contractor shall develop and conduct presentations on a variety of project management, process improvement, LSS, and software and systems engineering topics. Examples of presentations include project management best practices, systems and software engineering, overview of CMMI Process Areas (PA's), LSS, and software and systems engineering management best practices. The contractor shall attend presentations and conferences at the Government's request. The contractor shall prepare materials, participate in, and provide logistical support for Code 842 sponsored training courses (e.g. Project Management Core Course, Introduction to Best Practices, Peer Reviews, Guidelines for Successful Teams, LSS Awareness, LSS Process Owner training, LSS Green Belt Training, and LSS Black Belt training. These courses are normally taught two (2) times a year), Systems Process Improvement Working Group Meetings (SPIWGS), and other types of presentations. Logistical support includes arranging for the reproduction of course materials at the Defense Automated Printing Service (DAPS), registering students, interfacing with the SSC San Diego Training Office, and preparing and updating course materials.

5.1.2 (RDT&E) (SSC Chief Engineer Code 01000)

The contractor shall develop and conduct presentations on a variety of software and systems engineering topics. Examples of presentations include software and systems engineering management best practices. The contractor shall attend presentations and conferences at the Government's request.

Performance Standard: Prepare professional graphics and presentation material suitable for SSC San Diego employees attending Code 842 sponsored classes in accordance with the SSC San Diego Training Program Process and PowerPoint Procedures for SEPO Presentations. Provide and present materials within promulgated deadlines.

Quality: Free of grammatical and typographical errors.

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Accuracy: Briefings are technically accurate, complete, and reflect data provided by Code 842 95% of the time.

Performance Assessment: Briefings will be peer reviewed against performance standards by Code 842 when the briefings are delivered.

5.2 SYSTEMS AND SOFTWARE ENGINEERING, LSS, AND PROJECT MANAGEMENT PROCESS IMPROVEMENT

5.2.1 (NWCF Overhead) (Code 842)

The contractor shall foster process improvement by assisting projects in defining, implementing, and improving their project management, engineering, and work processes. Tasks include conducting and/or participating in assessments of project management and software and systems engineering best practices usage by SSC San Diego projects; identifying customer, process improvement, project management, and software and systems engineering management needs; developing or reviewing process improvement plans, processes, and procedures; identifying and using Center-wide engineering best practices; and providing input to and attending process improvement meetings and providing input in those meetings.

5.2.2(RDT&E) (SSC Chief Engineer Code 01000)

The contractor shall foster process improvement by assisting projects in defining, implementing, and improving their project management, engineering, and work processes. Tasks include conducting and/or participating in assessments of software and systems engineering best practices usage by SSC San Diego projects; identifying customer, process improvement, and software and systems engineering management needs; developing or reviewing plans, processes, and procedures; identifying and using Center-wide engineering best practices; and providing input to and attending process improvement meetings and providing input in those meetings.

Performance Standard: Process improvement assistance shall be performed in accordance with the process improvement process described in the Project Management Plan for the SSC San Diego Process Improvement Initiative.

Quality: Two or less customer complaints resulting from assistance of projects.

Performance Assessment: Periodic Government survey of customers to determine level of satisfaction of service.

5.3 SYSTEMS AND SOFTWARE ENGINEERING, LSS, AND PROJECT MANAGEMENT DOCUMENTATION DEVELOPMENT AND MAINTENANCE

5.3.1 (NWCF Overhead) (Code 842)

The contractor shall develop and maintain project management, LSS, and systems and software engineering processes, as specified in the Project Management Guide, and the CMMI, for use by

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SSC San Diego projects. Contractor shall also make appropriate changes to Center-wide project management and engineering processes so that they adhere to the best practices outlined in the Project Management Guide and the CMMI

5.3.2 (RDT&E) (SSC Chief Engineer Code 01000)

The contractor shall develop and maintain systems and software engineering processes, as specified in the Project Management Guide, and the CMMI, for use by SSC San Diego projects. Contractor shall also make appropriate changes to Center-wide engineering processes so that they adhere to the best practices outlined in the Project Management Guide and the CMMI

Performance Standard: Documents shall be developed in accordance with the Handbook for Process Management.

Quality: Less than two spelling and grammar and errors per page, correct format.

Accuracy: Documents are technically accurate, complete, and reflect data provided by Code 842.

Performance Assessment: Documents will be peer reviewed against performance standards by Code 842 when the documents are delivered.

5.4 MAINTAIN SEPO LIBRARY, PERFORM CONFIGURATION MANAGEMENT (CM) AND QUALITY ASSURANCE, AND DEVELOP AND MAINTAIN CODE 842 DATABASES (NWCF Overhead) (Code 842)

The contractor shall maintain the Code 842 library, including the Code 842 library databases. Tasks include, entering and updating entries in the Code 842 on-line library database, placing items in the library, and coordinating the checkout of library materials by SSC San Diego employees.

The contractor shall also maintain the Code 842 metrics and training databases. Tasks include entering data, verifying data, analyzing data, generating reports, and maintaining the database. All databases shall be hosted on Government-owned servers to which the Government has access. The contractor may also be required to develop additional databases as directed by the Government.

Contractor shall also perform configuration management functions for LSS, project management, and software and systems engineering processes and procedures, such as configuration identification, configuration status reporting, and configuration management. Contractor shall conduct Configuration Control Board meetings and maintain document change request and work request databases. The contractor shall also perform quality assurance on Code 842 functions to ensure compliance with documented procedures.

Performance Standard: Configuration Management and Quality Assurance activities shall be carried out in accordance with the Code 842 Configuration Management Procedure and the SSC

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San Diego Process Improvement Initiative Quality Assurance Plan. Databases shall be maintained using either MS Access or FilerMakerPro.

Quality: The databases, CM reports, and QA reports shall be 99% accurate, accessible, contain appropriate information.

Performance Assessment: Code 842 will randomly review databases to determine accuracy and integrity. CM records and reports will be reviewed by Code 842 on a periodic basis.

5.5 STATUS REPORTING (NWCF Overhead)

5.5.1 (NWCF Overhead) (Code 842)

The contractor shall submit a progress and status report identifying deliverables, accomplishments, and identifying areas of concern relative to performance under this Performance Work Statement.

5.5.2 (RDT&E) (SSC Chief Engineer Code 01000)

The contractor shall submit a progress and status report identifying deliverables, accomplishments, and identifying areas of concern relative to performance under this Performance Work Statement.

Performance Standard: Submitted within ten (10) days after the end of each quarter. Reports accurately and completely document accomplishments, all meeting and deliverables, performance indicators, past – due deliverables, and any planned corrective actions, relevant issues and concerns.

Quality – Monthly reports are factually accurate, complete, reflect data provided by the government and support recommendations.

Performance Assessment – Quarterly reports will be reviewed by the Task Order Manger (TOM) for timely submission, quality and accuracy. The TOM will periodically assess the deliverables for performance standard.

6.0 DELIVERABLES

The Contractor shall be required to deliver reports, data, and software/firmware that will be reviewed in accordance with the Department of Navy Policy on Digital Product/Technical Data, dated 23 October 2004 and as specified in the contract Data Requirements List, DD Form 1423.

7.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide desk space, NMCI desktop computer(s), and administrative/office supplies to the on-site contractor support personnel.

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8.0 SECURITY

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

Note: If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the SSC San Diego foreign travel team, OTC2, Rm 1656 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel to initiate the release of a clearance message at least 35 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure.

9.0 TECHNICAL POINT OF CONTACT

The technical point of contact is Brian Groarke email: brian.groarke@navy.mil; phone 619-553-6248.

C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

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

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment

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

The work to be performed under this contract as delineated in the DD Form 254 (See Section J)€ involves access to and handling of classified material up to and including SECRET.

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

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

a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN San Diego) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN San Diego unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN San Diego must work during the normal workweek. The following is a list of holidays observed by the Government.

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

Presidents Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

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Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

(End of clause)

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

Work under this contract shall be performed in accordance with the Performance Work Statement (PWS) and the Contract Data Requirements List (CDRL) (See Section J).

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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:

1000	3/10/2009 - 3/9/2010
3000	3/10/2009 - 3/9/2010
4000	3/10/2010 - 3/9/2011
4001	1/28/2011 - 1/27/2012
4002	1/28/2012 - 1/27/2013
4003	1/28/2013 - 1/27/2014
6000	3/10/2010 - 3/9/2011
6001	1/28/2011 - 1/27/2012
6002	1/28/2012 - 1/27/2013
6003	1/28/2013 - 1/27/2014

CLIN - DELIVERIES OR PERFORMANCE

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

1000	3/10/2009 - 3/9/2010
3000	3/10/2009 - 3/9/2010
4000	3/10/2010 - 3/9/2011
4001	1/28/2011 - 1/27/2012
4002	1/28/2012 - 1/27/2013
6000	3/10/2010 - 3/9/2011
6001	1/28/2011 - 1/27/2012
6002	1/28/2012 - 1/27/2013

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

4003	1/28/2013 - 1/27/2014
6003	1/28/2013 - 1/27/2014

Services to be performed hereunder will be provided at SSC San Diego.

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

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apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract.

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

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Brian Groarke, 84200
53560 Hull St
San Diego, CA 92151
brian.groarke@navy.mil
619-553-6248

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Quarterly Status Reports (QSR) in accordance with the format and content detailed CDRL Item A001. In addition to the content specified in the CDRL Item, a brief narrative shall be included in the QSR 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 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a cost plus fixed fee task order.

G-3 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

- (a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.
- (d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.
- (e) The following information is provided for completion of the invoice in WAWF:

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

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

G-4 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Tammy Sanchez

Code: SPAWARSYSCEN San Diego Code 22000

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

Phone: (619) 553-3200

E-Mail: tammy.sanchez@navy.mil

Accounting Data

SLINID	PR Number	Amount
1000	2000018905	██████████
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018905		
3000	2000018905	██████████
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018905		

BASE Funding ██████████
Cumulative Funding ██████████

MOD 01

100002	2000018905	██████████
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018905		

MOD 01 Funding ██████████
Cumulative Funding ██████████

MOD 02

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100001 2000018905 [REDACTED]
 LLA :
 AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018905

3000 2000018905 [REDACTED]
 LLA :
 AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000018905

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

400001 1300150263 [REDACTED]
 LLA :
 AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000397859

6000 1300150263 [REDACTED]
 LLA :
 AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000397859

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 04

400101 1300150263 [REDACTED]
 LLA :
 AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000397859

6001 1300150263 [REDACTED]
 LLA :
 AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000397859

MOD 04 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

400201 1300150263-0002 [REDACTED]
 LLA :
 AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000397859

600201 1300150263-0002 [REDACTED]
 LLA :
 AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000397859

MOD 05 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 06

4003 1300150263-0003 [REDACTED]
 [REDACTED]
 AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000397859

6003 1300150263-0003 [REDACTED]
 LLA :
 AB 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000397859

MOD 06 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, payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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

H-2 DATA RIGHTS

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

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

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

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

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

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

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

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

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

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

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns,

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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-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).

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(17) DD 1414 Base for Reprogramming.

(18) DD 1416 Report of Programs.

(19) Contract Award Reports.

(20) Congressional Data Sheets.

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

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

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

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

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

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

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

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

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

H-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

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SECTION I CONTRACT CLAUSES

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Exhibit A - CDRL, Dated 06 March 2009, 4 Pages

Attachment 1 - Contract Security Requirements Specification DD 254, Dated 23 January 2013, 15 Pages