

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
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PAGE OF PAGES  
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2. AMENDMENT/MODIFICATION NO. 07  
3. EFFECTIVE DATE 30-Jan-2014  
4. REQUISITION/PURCHASE REQ. NO. N4703914RCD80250004  
5. PROJECT NO. (If applicable) N/A  
6. ISSUED BY CODE N00189  
7. ADMINISTERED BY (If other than Item 6) CODE S0512A

NAVSUP FLC Norfolk, Detachment Philadelphia  
700 Robbins Avenue, Bldg. 2B  
Philadelphia PA 19111-5083  
helen.tyson@navy.mil 215-697-9613

DCMA VAN NUYS  
6230 VAN NUYS BLVD.  
VAN NUYS CA 91401-2713

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
Synectic Solutions  
1701 Pacific Avenue Suite 260  
Oxnard CA 93033-1887

9A. AMENDMENT OF SOLICITATION NO.  
9B. DATED (SEE ITEM 11)  
10A. MODIFICATION OF CONTRACT/ORDER NO.  
[X] N00178-04-D-4130-EX01  
10B. DATED (SEE ITEM 13)  
14-Mar-2013

CAGE CODE 09WL9 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  
  
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
 D. OTHER (Specify type of modification and authority)  
FAR 52.232-22 - Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)  
16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  
Kathleen Lockhart, Contracting Officer

15B. CONTRACTOR/OFFEROR  
15C. DATE SIGNED  
16B. UNITED STATES OF AMERICA  
16C. DATE SIGNED  
30-Jan-2014

(Signature of person authorized to sign) BY /s/Kathleen Lockhart (Signature of Contracting Officer)

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## GENERAL INFORMATION

The purpose of this modification is to add incremental funding in the amount of \$24,500.00 to SLIN 400004. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

MOD 07

400004 N4703914RCD8025 24416.49  
 LLA :  
 AC 1741804 11T0 252 47039 B 068892 2D CD8025  
 Cost Code: 4703941N4RAQ

MOD 07 Funding 24416.49  
 Cumulative Funding 193916.49

The total amount of funds obligated to the task is hereby increased from \$169,500.00 by \$24,416.49 to \$193,916.49.

CLIN/SLIN Type Of Fund	From (\$)	By (\$)	To (\$)
400004 O&MN,N	27,500.00	24,416.49	51,916.49

The total value of the order is hereby increased from \$197,916.49 by \$0.00 to \$197,916.49.

### LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

This task order is incrementally funded. CLIN 4000 is fully funded.

**AVAILABILITY OF FUNDS:** Funding provided hereunder for **ACRN: AC** is subject to the Continuing Resolution Acts, if any, and the final FY14 Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered by CRA. Upon approval of further CRAs, if any, funding is released for the period of time covered by the additional CRA(s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY 14 Appropriations Act.

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	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4000	R499	Senior Analyst to support management of Navy target inventory and allocation process and evaluation and validation of Training, System Test, and Test and Evaluation target requirements. Period of performance: 13 March 2013 through 12 March 2014. (O&MN,N)	1.0	LO	██████████	██████████	\$191,916.49
400001	R499	Incremental funding in support of CLIN 4000. (O&MN,N)					
400002	R499	Incremental funding in support of CLIN 4000. (O&MN,N)					
400003	R499	Incremental funding in support of CLIN 4000. (O&MN,N)					
400004	R499	Incremental funding in support of CLIN 4000. (O&MN,N)					
4001	R499	Senior Analyst to support management of Navy target inventory and allocation process and evaluation and	1.0	LO	██████████	██████████	\$191,916.49

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validation of  
Training, System  
Test, and Test  
and Evaluation  
target  
requirements.  
Period of  
performance: 13  
March 2014  
through 12 March  
2015. (O&MN,N)  
Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6000	R499	Travel in support of CLIN 4000. NTE \$4,000.00, including applicable G&A. Period of Performance: 13 March 2013 through 12 March 2014. (O&MN,N)	1.0	LO	\$4,000.00
600001	R499	Incremental funding in support of CLIN 6000. (O&MN,N)			
6001	R499	ODC in support of CLIN 4000. NTE \$2,000.00, including applicable G&A. Period of Performance: 13 March 2013 through 12 March 2014. (O&MN,N)	1.0	LO	\$2,000.00
600101	R499	Incremental funding in support of CLIN 6001. (O&MN,N)			
6002	R499	Travel in support of CLIN 4001. NTE \$5,000.00, including applicable G&A. Period of Performance: 13	1.0	LO	\$5,000.00

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March 2014  
through 12 March  
2015. (O&MN,N)  
Option

6003	R499	ODC in support of CLIN 4001. NTE \$1,000.00, including applicable G&A. Period of Performance: 13 March 2014 through 12 March 2015. (O&MN,N) Option	1.0	LO	\$1,000.00
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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R499	Senior Analyst to support management of Navy target inventory and allocation process and evaluation and validation of Training, System Test, and Test and Evaluation target requirements. Period of performance: 13 March 2015 through 12 March 2016. (O&MN,N) Option	1.0	LO	██████████	██████████	\$191,916.49

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	Travel in support of CLIN 7000. NTE \$5,000.00, including applicable G&A. Period of Performance: 13 March 2015	1.0	LO	\$5,000.00

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through 12 March  
2016. (O&MN,N)  
Option

9001 R499 ODC in support of 1.0 LO \$1,000.00  
CLIN 7000. NTE  
\$1,000.00,  
including  
applicable G&A.  
Period of  
Performance: 13  
March 2015  
through 12 March  
2016. (O&MN,N)  
Option

**LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)**

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 1,920 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 3,840 estimated manhours of direct labor, for a total level of effort of 5,760 estimated manhours of direct labor (hereinafter referred to as the “Estimated Total Hours”).

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

<u>Labor Category</u>	<u>Base</u>	<u>Option 1</u>	<u>Option 2</u>	<u>Total</u>
Senior Analyst	1,920	1,920	1,920	5,760

(c) The Estimated Total Hours include overtime\* and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph

(e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled “Limitation of Cost” and/or “Limitation of Funds.”

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(End of Provision)

#### **PAYMENT OF FIXED FEE (FEB 1996)**

The fixed fee for work performed under this contract is [REDACTED] provided that approximately 1,920 hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than 1,920 hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of [REDACTED] per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

(End of Provision)

#### **COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME) (OCT 1992)**

Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled "Evaluation Criteria and the Basis for Award." If an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and the Section B clause entitled "Identification of Ratios" will apply during the performance of any resultant contract.

(End of Provision)

#### **IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)**

(a) Definitions.

As used in this provision-

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ( $\$20 \times 40$ ) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of Provision)

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**IDENTIFICATION OF RATIOS (OCT 1992)**

- (a) If an offeror decides to include Uncompensated Overtime in their proposal, he shall complete the table which appears below. The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and additional personnel) approved to work within a particular labor category for the duration of the contract period.
- (b) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.
- (c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort.

Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

**INFORMATION TO BE COMPLETED BY OFFEROR**

Labor Category	*Base Hourly/Week	Hours Proposed/Week	**Ratio	***Proposed Rate Adjusted for Uncompensated Overtime
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\*Base Hourly Rate - that is unadjusted for the effect of uncompensated overtime.

\*\*Ratio - the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio)

\*\*\*Proposed Rate Adjusted for Uncompensated Overtime = Base Hourly Rate X Ratio (e.g., \$10.00 x 80% = \$8.00)

(End of Provision)



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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### TASK STATEMENT

#### Technical and Professional Services related to Fleet Training, Systems Testing and Test & Evaluation (T&E) Targets Support

#### OPNAV N43

#### 1.0 TASK/TITLE

Technical and Professional Services related to Navy Training, Systems Testing, and T&E Targets and Support

#### 2.0 BACKGROUND

2.1 Work under this requirement will support Fleet Readiness Division (OPNAV N43). OPNAV N43 assesses the requirement for Fleet Training, Training Ranges, and Training and T&E targets. OPNAV N43 collects, assesses and validates requirements. N43 also executes air, surface, and sub-surface target inventory management across a broad user community.

#### 3.0 SCOPE/OBJECTIVE

3.1 To provide analysis, risk assessment, and courses of action in support of management of the Navy target inventory and allocation process via Navy All Weapon Information System (AWIS), and analysis to support evaluation and validation of Training, System Test, and Test & Evaluation target requirements in support of N43 readiness analysis. Close coordination with multiple Echelon II stakeholders is required.

#### 4.0 TASKS

##### 4.1 Description of Work

##### **The contractor shall:**

4.1.1 Ensure 100% accuracy of Aerial, Surface, and Sub-surface target inventory via Navy All Weapon Information System (AWIS) on a daily basis.

4.1.2 Provide real time updates and inventory analysis as required to support OPNAV requirement and readiness development and analysis.

4.1.3 Develop assessments of target requests from Fleet (USFF, CPF), Warfare Centers, Commander, Operational Test & Evaluation Force (COTF), and Operational Test /Developmental Test (OT/DT) users.

4.1.4 Develop assessments of target requests in support of Urgent Operational Needs (UONs) and Quick Reaction Assessments (QRAs).

4.1.5 Provide draft Target Allocation messages on a schedule deemed necessary by N43 to support Fleet Training and T&E operations via Automated Message Handling System (AMHS).

4.1.6 Provide Systems Test and Test and Evaluation target requirement analysis based upon target users (NAVAIR, NAVSEA, COTF) annual requests.

4.1.7 Provide Fleet Training target requirement analysis based upon target users (USFF, CPF) annual requests.

4.1.8 Provide semi-annual inventory and target allocation / expenditure review to N43 prior to Annual Target Stakeholder requirements meetings.

4.1.9 Develop draft agenda, schedule of events, and meeting support for annual Target Stakeholder Review.

4.1.10 Report status of N43 target Non Combat Expenditure Allowance (NCEA) for all related targets and target support equipment/hardware.

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4.1.11 Make inventory management recommendations on issues related inventory management, target requests, allocation, and inventory based on information gathered from the following:

- OPNAV staff (i.e., N84, 95, 96, 97, 98)
- SYSCOMs
- Target Users (Fleet, COTF, OT/DT)
- Other Services

4.1.12 Provide Power Point briefs, point papers, talking points, and other strategic-level decision support products relating to the Navy’s actions regarding Training and T&E Targets for all Aerial, Surface, and Sub-surface target inventory elements.

4.1.13 Prepare pre-brief documentation in support of T&E Working Integrated Product Team (WIPT) meetings, which contractor may be required to attend.

4.1.14 Compile and assess target user requirements in preparation for POM cycle.

4.1.15 Review Navy Target Instruction and provide recommended updates to government personnel.

4.1.16 Provide other analysis as related to Aerial, Surface and Sub-surface targets as directed.

4.2 Responsibilities:

4.2.1 Development of plans, presentations, weekly and monthly summaries, and management reports necessary to accomplish the above tasks. See deliverable Schedule and Metric Matrix below:

4.3 Completion and Turnover:

4.3.1 Written Status reports shall be provided as monthly and a final completion report shall be delivered 30 days prior to the completion of the task.

4.4 Labor categories and estimated number of hours (for planning purposes only).

Labor Category	Base Period	Option I	Option II	Total
Senior Analyst	1,920	1,920	1,920	5,760

For evaluation purposes the estimate is based on a man-year of 1,920 hours.

**Minimum Qualification Requirements**

**Labor Category:** Senior Analyst - 10 years experience with Navy target requirement analysis and Navy target inventory management.

**5.0 DELIVERABLES AND SCHEDULE**

5.1 Deliverables. All deliverables shall be submitted within the timeline delineated by N433C Section Head, Deputy, or government representative. Deviations from delineated timelines will be at the discretion of the Government employee who assigned the tasks. Deliverables shall be in Microsoft Word or Excel format as required or AWIS generated document.

5.2 Specific Deliverables:

5.2.1 Allocation Message – Annual and quarterly Allocation messages as determined by N433C Section head

5.2.1.1 Allocation shall be is AMHS format

5.2.1.2 Description of target policy and changes to OPNAV Target Instruction;

5.2.1.3 List target user and target allocations in matrix form

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5.2.1.4 Target allocation shall be for the time period specified by N433C Section Head

5.2.2 Analytical products to support requirements determination and inventory management

5.2.3 Power Point briefs, point papers, talking points, and other strategic-level decision support products relating to the Navy's actions regarding Training and T&E Targets.

## 6.0 **METRICS**

6.1 To ensure the Government has an effective and systematic method of surveillance for the services in the Task Order, a Quality Assurance Surveillance Plan (QASP) shall be utilized. The QASP shall be used primarily as a tool to verify that the contractor is performing all services required by the Task Order in a timely, accurate and complete fashion.

6.2 Critical performance processes and requirements. Timely, accurate and thorough completion of all contract/task order requirements is critical to delivery of government requirement development products throughout the POM cycle and effective and efficient real-time management of target inventories.

### 6.3 Performance Standards

6.3.1 Schedule - The due dates for deliverables and the actual accomplishment of the schedule shall be assessed against original due dates and milestones established for the contract or task order(s).

6.3.2 Deliverables – The deliverables required to be submitted shall be assessed against the specifications for the deliverables detailed in the Task Order for the required content, quality, timeliness, and accuracy.

6.3.3 Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government shall assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

6.4 Surveillance methods: The primary methods of surveillance used to monitor performance of this contract shall include, but not be limited to, random or planned sampling, periodic inspection, and validated customer complaints.

6.5 Performance Measurement. Performance shall be measured in accordance with the following table:

<b>Task</b>	<b>Performance Requirement</b>	<b>Assessment Method/Surveillance Method</b>	<b>Frequency</b>	<b>Acceptable Quality Level</b>
<b>Annual &amp; Quarterly Allocation Message</b>	Delivery dates are met or exceeded	Demonstration	Once by an agreed upon date with govt. tech representative	Completion with no discrepancies
<b>Target Management Analysis and Recommendations  (Presentations, White Papers, Power Points, Spreadsheet Report</b>	Delivery dates are met or exceeded	Demonstration	Daily Weekly Monthly	Meets 95% satisfaction rate
	Tasks are performed according to PWS requirements	Government Inspection	Review of monthly reports	Meets 95% satisfaction rate
<b>Target Allocation Accuracy</b>	100% Accuracy of Target	Random sample of target allocations within AWIS	Duration of Project	100% Accuracy of Sample Data

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	Allocation as measured against AWIS			Corrections to inaccurate data
<b>Monthly Status Report to COR</b>	Submission within agreed upon format	Government Inspection	15th of each month	No major discrepancies
<b>Submittal of Invoices</b>	Submission within agreed upon format	Government Inspection	15th of each month	No major discrepancies

If performance is within acceptable levels, it shall be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

#### 6.6 Incentives/Disincentives:

6.6.1 The COR makes a report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the Task Order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options.

6.6.2 For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs shall be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem shall be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer shall determine if any further action shall be taken.

6.6.3 In accordance with the inspection of services provisions of the contract, the contractor shall be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

#### 7.0 **PERIOD OF PERFORMANCE**

7.1 It is anticipated that the period of performance for this order will be for a base year of twelve (12) months starting 3/13/2013 with two option years (3/13/2014-3/12/2015) and (3/13/2015-3/12/2016).

#### 8.0 **PLACE OF PERFORMANCE/LOCATION OF WORK**

8.1 Place of performance is the contractor's facility. Contractor personnel shall be able to meet at the client location within 90 minutes of notification

8.2 The client location is:  
Chief of Naval Operations (N43)  
2000 Navy Pentagon  
Washington, DC 20350-2000

#### 9.0 **CONFIDENTIALITY**

9.1 This task and all materials provided to the Contractor by the Government and results, conclusions and recommendations obtained thereof should be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government's express consent.

9.2 No data provided to, or developed by, the contractor shall be used for any purpose other than this contract. All information (data files including software source code and hard copy) become the property of the government and

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the contractor shall return them to the COR at the completion of the task order.

## 10.0 SECURITY/SECURITY CLEARANCE

10.1 A minimum of Secret Clearance is required.

## 11.0 GOVERNMENT FURNISHED ITEMS.

### GOVERNMENT FURNISHED INFORMATION (GFI)

11.1 Building passes for the location in which work will be performed and Common Access Cards (CAC).

11.2 Access to applicable Navy information systems and other software, models and databases as required for the performance of the above listed tasks. (Provided all Information Assurance requirements are met).

### GOVERNMENT INFORMATION DISCLAIMER AND REQUIREMENTS

11.3 No information or data provided to, or developed by the contractor, shall be used for any purpose other than this task order. All information (data files including software source code and hard copy) become the property of the Government and the contractor shall return them to OPNAV at the end of the task.

## 12.0 TRAVEL AND OTHER DIRECT COSTS

12.1 All travel shall be in accordance with the Government's Joint Travel Regulations (JTR) or Federal Travel Regulation (FTR). All travel shall be at the request of the government. Travel vouchers and all supporting documents must be presented with the invoice.

12.2 Travel shall be required as a condition of contractor performance and shall only be performed at the request of the government.

12.3 Trip Report. A trip report shall be submitted 10 days following the completion of required travel. Report shall include as a minimum, the purpose of the trip, date of travel, labor category and significant outcome of the trip.

12.4 Travel not to exceed \$5,000 per year, inclusive of G&A, and ODCs not to exceed \$1,000 per year, inclusive of G&A

## 13.0 GOVERNMENT POINTS OF CONTACT

Contracting Officer	Ms. Joyce Heilman
Telephone	703-695-5623
<u>Email</u>	joyce.heilman@navy.mil

Technical Assistant (TA)	NA
Telephone	NA
Email	NA

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## **SECTION D PACKAGING AND MARKING**

None

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)**

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the Contracting Officer's Representative (COR).

(End of Provision)

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	3/13/2013 - 3/12/2014
6000	3/13/2013 - 3/12/2014
6001	3/13/2013 - 3/12/2014

### CLIN - DELIVERIES OR PERFORMANCE

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

4000	3/13/2013 - 3/12/2014
6000	3/13/2013 - 3/12/2014
6001	3/13/2013 - 3/12/2014

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

4001	3/13/2014 - 3/12/2015
6002	3/13/2014 - 3/12/2015
6003	3/13/2014 - 3/12/2015
7000	3/13/2015 - 3/12/2016
9000	3/13/2015 - 3/12/2016
9001	3/13/2015 - 3/12/2016

The following clauses are hereby incorporated into Section F by reference:

### **52.242-15 Stop-Work Order (AUG 1989)**

### **DURATION OF CONTRACT PERIOD (FISC DET PHILA) (OCT 1992)**

(a) This contract shall become effective on the date of award and the ordering period shall continue in effect during the period ending 12 months after date of contract unless terminated in accordance with other provisions herein.

(b) Subject to the provisions of the "Limitation of Costs" clause and the "Level of Effort" clause, the Contractor shall not be required to perform any work under this contract beyond the performance period set forth above unless such period is extended in writing by mutual agreement prior to the expiration date specified in the contract.



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## SECTION G CONTRACT ADMINISTRATION DATA

### Contracting Officer Representative

Joyce Heilman  
2000 Navy Pentagon  
Washington, DC 20350-2000  
joyce.heilman@navy.mil  
703-695-5623

### Contractual Point of Contact:

Helen Tyson  
NAVSUP Fleet Logistics Center Norfolk  
Philadelphia Office  
700 Robbins Ave. Bldg 2B  
[helen.tyson@navy.mil](mailto:helen.tyson@navy.mil)  
215-697-9613

### 252.232-7006 Wide Area WorkFlow Payment Instructions.

#### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

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

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

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

Cost Voucher

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in

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WAWF, as specified by the contracting officer.

TBD

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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0039
Issue By DoDAAC	N00189
Admin DoDAAC	S0512A
Inspect By DoDAAC	N47039
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N47039
Service Acceptor (DoDAAC)	N47039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N00019
DCAA Auditor DoDAAC	HAA619
Other DoDAAC(s)	N/A

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

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

[Joyce.Heilman@navy.mil](mailto:Joyce.Heilman@navy.mil)

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

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

(End of clause)

## **52.204-2 -- SECURITY REQUIREMENTS (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

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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 contract that involve access to classified information.

(End of Clause)

#### **SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)**

The highest level of security that will be required under this contract is **Secret** as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

Defense Security Services

3452 E. Foothill Blvd., Suite 600

Pasadena, CA 91107

626-449-0937

The facilities to be utilized in the performance of this effort have been cleared to Secret level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

#### **PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2011)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

#### **COMMUNICATIONS**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit

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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 Principal Contracting Officer is:

Kathleen Lockhart  
 NAVSUP Fleet Logistics Center Norfolk  
 Philadelphia Office  
 700 Robbins Ave., Bldg. 2B  
 Philadelphia, PA. 19111-5083  
 (215) 697-4706

Accounting Data

SLINID	PR Number	Amount
400001	1300339058	29000.00
LLA :		
AA 1731804 4D4D 252 00019 0 050120 2D 000000 A00001646149		
Standard Number: N0001913PR06379		

BASE Funding 29000.00  
 Cumulative Funding 29000.00

MOD 01

400002	1300339058-0001	80000.00
LLA :		
AA 1731804 4D4D 252 00019 0 050120 2D 000000 A00001646149		
Standard Number: N0001913PR06379		

600001	1300339058-0001	2000.00
LLA :		
AA 1731804 4D4D 252 00019 0 050120 2D 000000 A00001646149		
Standard Number: N0001913PR06379		

600101	1300339058-0001	1000.00
LLA :		
AA 1731804 4D4D 252 00019 0 050120 2D 000000 A00001646149		
Standard Number: N0001913PR06379		

MOD 01 Funding 83000.00  
 Cumulative Funding 112000.00

MOD 02

600001	1300339058-0001	(1000.00)
LLA :		
AA 1731804 4D4D 252 00019 0 050120 2D 000000 A00001646149		
Standard Number: N0001913PR06379		

600101	1300339058-0001	1000.00
LLA :		
AA 1731804 4D4D 252 00019 0 050120 2D 000000 A00001646149		
Standard Number: N0001913PR06379		

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MOD 02 Funding 0.00  
Cumulative Funding 112000.00

MOD 03 Funding 0.00  
Cumulative Funding 112000.00

MOD 04

400003 1300377571 30000.00  
LLA :  
AB 1731804 9U3N 252 00023 0 050120 2D 000000  
Standard Number: N0002313PR00195  
COST CODE: A00001900743

MOD 04 Funding 30000.00  
Cumulative Funding 142000.00

MOD 05

400004 N4703914RCD8025 17000.00  
LLA :  
AC 1741804 11T0 252 47039 B 068892 2D CD8025  
Cost Code: 4703941N4RAQ

MOD 05 Funding 17000.00  
Cumulative Funding 159000.00

MOD 06

400001 1300339058 1000.00  
LLA :  
AA 1731804 4D4D 252 00019 0 050120 2D 000000 A00001646149  
Standard Number: N0001913PR06379

400004 N4703914RCD8025 10500.00  
LLA :  
AC 1741804 11T0 252 47039 B 068892 2D CD8025  
Cost Code: 4703941N4RAQ

600001 1300339058-0001 (1000.00)  
LLA :  
AA 1731804 4D4D 252 00019 0 050120 2D 000000 A00001646149  
Standard Number: N0001913PR06379

MOD 06 Funding 10500.00  
Cumulative Funding 169500.00

MOD 07

400004 N4703914RCD8025 24416.49  
LLA :  
AC 1741804 11T0 252 47039 B 068892 2D CD8025  
Cost Code: 4703941N4RAQ

MOD 07 Funding 24416.49  
Cumulative Funding 193916.49

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### NON-DISCLOSURE AND NON-USE OF INFORMATION AND/OR DATA

#### (a) Sensitive and/or Proprietary Information and/or Data

In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and/or data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements (including, but not limited to source selection information), pre-deliberative information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third party information including but not limited to the research, development, products, trade secrets, and know-how of other contractors. All such information and/or data shall be deemed to be "sensitive and/or proprietary," whether or not designated or marked.

#### (b) PPBE Documents and Data

Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors who obtain, receive, or learn of PPBE documents and data in the course of performance of this contract shall restrict its access to the minimum number of contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non-Government procurements shall be provided access to PPBE documents or data. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or gains knowledge of such information and/or data as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Information and/or Data" provision.

#### (c) Non-Disclosure of Information and/or data

The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such sensitive and/or proprietary information and/or data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such information and/or data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such sensitive and/or proprietary information and/or data except as specifically permitted herein.

#### (d) Non-Use of Information and/or Data

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such information and/or data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such information and/or data except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need-to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing, and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

#### (e) Non-Disclosure/Non-Use Agreements

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(1) Before any of the Contractor's personnel or the personnel of any tier subcontractor becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(A) He/she shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned by him/her as a result of performance of this contract only to contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract.

(B) He/she shall not disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(C) He/she shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(D) He/she shall not use or consider sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

(2) Any access by contractor personnel or the personnel of any tier subcontractor to the Navy's Program Budget Information System (PBIS) requires specific authorization. Such access will only be provided when necessary for performance of the contract's requirements. A separate "PBIS Data Access Certificate of Nondisclosure" must be signed and provided to the designated PBIS administrator before such access will be authorized.

(3) In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn sensitive and/or proprietary information and/or data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the sensitive and/or proprietary information and/or data provided by the entity.

(f) Requirement to Disclose Sensitive and/or Proprietary Information and/or data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such information and/or data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of information and/or data.

(g) Exception

This "Non-Disclosure and Non-Use of Information and/or Data" provision does not apply to information and/or data that (i) Contractor knew before the Navy disclosed it; (ii) has become publicly known through no wrongful act of Contractor; or (iii) the Contractor developed independently, as evidenced by appropriate documentation. The Contractor shall be responsible for ensuring that all contractor personnel who obtain such data/information understand and abide by the terms of this provision.

(h) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Information and/or Data" provision is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the "Non-Disclosure and Non-Use of Information and/or Data" provision may also adversely affect the Contractor's past performance rating for consideration under future acquisitions.

(i) Non-disclosure/Non-Use Agreements

The Contractor shall maintain all non-disclosure and non-use of data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer or the Contracting Officer's designated representative.

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(j) Disposal of Documents

Upon completion of the tasks assigned or termination of the contract, or upon demand, whichever is earliest, the contractor shall return any and all documents containing sensitive and/or proprietary information and/or data (including any copies or reproductions thereof) in its possession or control.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Joyce Heilman  
NAME

2000 Navy Pentagon, 2D289A; Washington, DC 20350-2000  
MAIL ADDRESS

703-695-5623  
TELEPHONE NUMBER

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

N/A

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

This task order is incrementally funded. CLIN 4000 is fully funded.

**AVAILABILITY OF FUNDS:** Funding provided hereunder for **ACRN: AA and AB** is subject to the Continuing Resolution Acts, if any, and the final FY13 Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered by CRA. Upon approval of further CRAs, if any, funding is released for the period of time covered by the additional CRA(s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY 13 Appropriations Act.

**AVAILABILITY OF FUNDS:** Funding provided hereunder for **ACRN: AC** is subject to the Continuing Resolution Acts, if any, and the final FY14 Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount



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proportionate to the period of time covered by CRA. Upon approval of further CRAs, if any, funding is released for the period of time covered by the additional CRA(s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY 14 Appropriations Act.

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## SECTION I CONTRACT CLAUSES

### 09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time prior to the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at any time before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

### 5237.102(a)(90) NMCARS

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."

### 52.217-5 -- EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

### 52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the order. These rates may be adjusted only as a result of revisions 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 hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the contractor at any time prior to the end of the performance period.

## CLAUSES INCORPORATED BY REFERENCE

52.219-6 Notice of Total Small Business Set-Aside (Nov 2011)

52.219-14 Limitations on Subcontracting (Nov 2011)

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## **SECTION J LIST OF ATTACHMENTS**

Contract Security Classification Specification (DD254)

Corporate Experience/Past Performance Information Form

Contract Data Requirements List (DD 1423) - Page 1

Contract Data Requirements List (DD 1423) - Page 2

Contract Data Requirements List Attachment