

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 20-Jun-2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR-Systems Center Lant (NOLA) 2251 Lakeshore Drive New Orleans LA 70145-0001 troy.miller@navy.mil 504-697-1320 Ext. 1320	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) HARMONIA HOLDINGS GROUP, LLC 2020 Kraft Drive Suite 1000 Blacksburg VA 24060-6491		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5440-V701
		10B. DATED (SEE ITEM 13) 08-Jun-2011

CAGE CODE 4UPA9	FACILITY CODE
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	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 checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor 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) Odesseas Fthenos, Controller		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cheryl F Bruza, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Odesseas Fthenos (Signature of person authorized to sign)	15C. DATE SIGNED 20-Jun-2012	16B. UNITED STATES OF AMERICA BY /s/Cheryl F Bruza (Signature of Contracting Officer)	16C. DATE SIGNED 20-Jun-2012

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GENERAL INFORMATION

The purpose of this modification is to ... Accordingly, said Task Order is modified as follows:

The Period of Performance (POP) is 18 months. Change POP from: 30 September 2012 to: 7 December 2012.

Section F Deliverables or Performance

4000 The period of performance will be from date of award to December 7, 2012.

6000 The period of performance will be from date of award to December 7, 2012.

All other terms and conditions remain unchanged.

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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
4000	Metoc prototype developement (RDT&E)	1.0 LO			

For ODC Items:

Item	Supplies/Services	Qty Unit	Est. Cost
6000	ODCs-Travel(COST ONLY)NOT TO EXCEED \$ (RDT&E)	1.0 LO	

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: \$. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause, unless waived. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Cost," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS)

Net-Centric & Geospatial Enablement of Naval METOC Products, Services, and Applications

1.0 INTRODUCTION

This effort develops concepts and prototypes, that when validated as meeting key strategic capability needs of the Naval Oceanography enterprise (NOe), will be transitioned into a production operational environment including but not limited to the Navy Enterprise Portal – Oceanography (NEP-Oc). This document refers to the development and realization of this effort as NEP-Oc GM (Geospatial, Mission Based). This effort is based upon previously completed and ongoing research supporting the Meteorological and Oceanographic (METOC) community of interest. In addition to the development of the NEP-Oc GM Product-Line, this effort will respond to emerging user stories that are identified via the CNMOC Agile Processes and will either extend the currently deployed NEP-Oc 1.x Product-Line or fit in the concepts defined for the NEP-Oc GM Product-Line. The NEP-Oc 1.x product line has been developed using the Agile Scrum software development process and this development model shall continue for this effort.

2.0 BACKGROUND

CNMOC and its subordinate organizations have the mission to provide high quality, timely meteorological and oceanographic products/services as well as Geospatial Information & Services (GI&S) to the operating forces of the Navy and DoD. CNMOC is responsible for the direction of the Navy's Operational Oceanographic Program (NOOP) whose activities to compile, process, assess, and analyze oceanographic, atmospheric and other types of environmental have a critical impact on naval operations. Execution of the NOOP mission requires a variety of specialized and technical support functions by personnel well versed and experienced in both the support field and the program directed by CNMOC.

Network Centric Warfare will forever change the way wars are fought in the twenty-first century. Like never before, the war fighter will have access to a “comprehensive network of sensors, analysis tools and decision aids to support the full array of naval activities.” The current state-of-the-art decision support systems do not adequately support the war fighter and enable him to ingest, interpret and act upon all of the information available in this new world. The “fog of war” now becomes the “glare of war” with a mix of relevant, partially-relevant and irrelevant information. The current model of transforming data into an “information product,” i.e. a visual representation of the data, simply will not provide the war-fighter with the knowledge necessary to quickly formulate a decision. This is especially true for the METOC community. Data and information come from many sources with varying capabilities and must be processed and presented to the war fighter in such a way as to enhance his situational awareness without overloading him with irrelevant information.

Information must be presented to the METOC professional in a way that directly supports his mission, and is integrated into his mission planning and execution. Currently most information is made available in some fashion on the web. This is usually done by providing access to a web page that hosts various types of data. The METOC professional must find these pages, download necessary data products, and integrate those products into his mission and then deliver these products to their war fighting consumers. The challenge for the METOC professional is that there is too much information located in too many different places for it to be useful. He/she is presented with an overload of data, products and services from a disparate set of sources.

The development of NEP-Oc 1.x has provided an initial solution to this problem. However, there is a fundamental requirement to provide an interactive experience that is based upon mission specific needs with enhanced

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geospatial analysis and presentation capabilities. This requirement is the primary concept driver for this NEP-Oc GM effort. However, incremental improvements and extensions to the NEP-Oc 1.x Product-Line will continue to emerge and require attention from the contractor.

The current NEP-Oc effort is comprised of several process teams that are sources for requirements.

The user experience team (UET) is comprised of METOC users representing each of the 10 identified personas. The UET seeks to improve the usability of the site by conducting interviews and usability tests. The outcome of the UET activities could result in additional high priority requirements related to the usability of the site (registration, navigation, etc). User Stories identified here will be designated as either NEP-Oc 1.x Product-Line capabilities or NEP-Oc GM Product-Line capabilities.

The Content and Integration Team (CIT) seeks to ensure that standards (e.g.,ISO19119, ISO19115, OGC) area utilized. They will also seek to develop efficient metadata tagging, authoritative taxonomy, and standardized naming schemas for products within the NEP-Oc catalog. When the CIT develops these standards, they will levy technical requirements on the NEP-Oc GM Product-Line to ensure that existing products are aligned to new standards with minimal impact on the users.

The Support and Metrics Team (SMT) seeks to identify and report on the standard set of metrics to be gathered for the site. The SMT will levy requirements on the NEP-Oc GM team for identification of potential COTS software that may be integrated into the site in order to perform metrics gathering.

The Core Technologies Team (CTT) seeks to address technological issues regarding the NEP-Oc. The team focuses on hardware performance, COTS/GOTS software, and IA compliance. The NEP-Oc GM team will work with the COTS/GOTS team to conduct studies to determine advantages/disadvantages of upgrading existing software or implementing new software.

Definitions/ Acronyms

2D (Two Dimensional)

3D (Three Dimensional)

API (Application Programming Interface)

CIO (Chief Information Officer)

CIT (Content and Integration Team)

CTT (Core Technologies Team)

CNMOC (Commander, Naval Meteorology and Oceanography Command)

CNMOC Geospatial Enablement Strategy – A strategy to: deploy products & services, publish for them for discovery and access based on specified open standards (e.g. OGC); development based upon consumer-oriented use cases; virtualized availability via NOe M2M and H2M single points of access.

CMMI (Capability Maturity Model Integration)

CSW (Catalog Services for the Web)

DADMS – (DON Application and Database Management System)

DDMS (Defense Discovery Metadata Standard)

DoD (Department of Defense)

DoDAF (Department of Defense Architecture Framework)

DOD IEA (Department of Defense Information Environment Architecture)

DON (Department of the Navy)

FGDC (Federal Geographic Data Committee)

FNMOC (Fleet Numerical Meteorology and Oceanography Center)

H2M (Human-to-Machine)

IA (Information Assurance)

ISO (International Organization for Standardization)

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ISO 19115 - defines how to describe geographical information and associated services, including contents, spatial-temporal purchases, data quality, access and rights to use.

ISO 19119 - Identifies and defines the architecture patterns for service interfaces used for geographic information, defines its relationship to the Open Systems Environment model, presents a geographic services taxonomy and a list of example geographic services placed in the services taxonomy.

M2M (Machine-to-Machine)

MC-HSI (Mission-Centric Human System Integration)

MEAT (METOC Engineering and Architecture Team)

METOC (Meteorology and Oceanography)

NAVO (Naval Oceanographic Office)

NEP (Navy Enterprise Portal)

NEP-Oc (Navy Enterprise Portal – Oceanography)

NEP-Oc 1.x (Deployed version of NEP-Oc Product-Line). NEP-Oc 1.1 is the currently deployed version and is fully consistent with NEP-Oc 1.x Product Line characteristics. It is expected that there will be a series of emerging user stories that will need to be implemented to fully complete the NEP-Oc 1.x Product-Line. Individual features associated with the NEP-Oc GM Product-Line will be incrementally integrated into the NEP-Oc 1.x baseline. At some point, these features will become dominant and NEP-Oc 1.x will be designated with NEP-Oc 2.x version numbers. NEP-Oc 1.x will require on-going operational support, and releasing of defect corrections.

NEP-Oc GM (i.e. Geospatial & Mission-Based Enablement of Naval METOC Products, Services, and Applications.) NEP-Oc GM is the next generation product-line for NEP-Oc that will focus on Geospatially enabled mission-based workflow consoles, and location-based service widgets. At some point NEP-Oc GM features will become dominant and the NEP-Oc Product-Line will be re-designated with appropriate version numbers.

NOe (Navy Oceanography enterprise)

NOOC (Naval Oceanography Operations Command)

OGC (Open Geospatial Consortium)

PWS (Performance Work Statement)

SETR (SPAWAR System Engineering Technical Review)

SOA (Service Oriented Architecture)

SMT (Support and Metrics Team)

UET (User Experience Team)

UI (User Interface)

WCS (Web Coverage Services)

WFS (Web Feature Services)

WMS (We Map Services)

WPS (Web Processing Services)

NEP-Oc is realized by two things

1. A distributed computing environment, autonomous computers working seamlessly together to deliver enterprise capability, for all METOC data products and services that:

- enables virtual integration of distributed repositories using a common M2M publishing scheme and common H2M presentation, navigation, and interaction mechanism
- assures loosely-coupled access for consumers (provider location/id transparency and platform independence)
- assures effective access (meets minimal performance and quality criteria) for targeted consumers; which include (i.e. well-connected and connection-challenged user end points)
- supports the net-centric mechanisms that make these assets discoverable, visible, and understandable.
- NEP-Oc compliant with the ability to fold into the Navy's enterprise portal implementation

2 A suite of capabilities including:

- applications (consoles) and supporting M2M Services to realize publication and discovery of web-accessible assets (apps, M2M services, and data products)

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- applications (consoles) and M2M Services that support the organization, access, viewing, and common manipulation/combination functions of METOC information products
- a common UI framework for the consoles to support common look and feel and console-to-console integration

3.0 SCOPE

The contractor is required to have detailed knowledge and expertise in the following topics:

- Access management, entitlements and [federation](#) server platforms
- Agile (Scrum) Development Process, exclusively
- Portal Engines
- 2D & 3D Map Browser Plug-Ins
- JAVA Script Map APIs
- JAVA Script Globe APIs
- Web Servers, Application Servers
- Relational Database w/ Spatial Extensions
- Geospatial Servers
- Open Geospatial Consortium (OGC) Standards such as: Web Map Services (WMS), Web Feature Services (WFS), Web Coverage Services (WCS), Web Processing Services (WPS) and Catalog Services for the Web (CSW)
- Geospatial and DoD metadata standards for search and discovery (e.g. Federal Geographic Data Committee (FGDC), ISO19115, ISO19119; Defense Discovery Metadata Standard (DDMS), etc...)
- Geospatial database design
- SOA technologies, standards, practices, design patterns
- Best Practices with regard to requirements management, design, development, and testing
- System and Software Architecture practices, tools, and methodologies
- DoDAF 2.0 enterprise architecture
- SPAWAR System Engineering Technical Review (SETR) milestone events

It is preferred that the contractor have detailed knowledge and expertise in the following topics

- Content Management Systems (CMS)
- Navy METOC Data, Products, Applications, and Standards
- User Interface Frameworks
- User Workflow Engines

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- **Text Search Engines**

3.1 General Tasks

There are two interrelated tasks that need to be worked simultaneously under this statement of work. The primary concept driver and fundamental requirement for this tasking is to develop a prototype NEP-Oc GM product that provides an interactive experience based on mission specific needs with enhanced geospatial analysis and presentation capabilities. This prototype shall be developed and released iteratively into the operational environment to insure interoperability throughout development. The secondary requirement of this tasking is the realization of incremental improvements and extensions to the currently fielded NEP-Oc 1.x Product-Line. These improvements shall be addressed to maintain continuity between the two product lines.

3.1.1 All work shall be conducted by utilizing the Agile Scrum software development process exclusively. Sprints shall be limited to two weeks unless authorized by the government. Each sprint shall include a Sprint Planning Meeting, Sprint Review, and Sprint Retrospective at a minimum. Each development cycle shall be based upon a set of user stories identified from the NEP-Oc 1.x and NEP-Oc GM Product Line Backlogs.

Backlogs for NEP-Oc 1.x shall be the responsibility of the government. Development of backlogs for NEP-Oc GM shall be the responsibility of the contractor. These backlogs will be provided to the government NEP-Oc 1.x Product Owner and the government NEP-Oc GM Product Owner for prioritization. Upon conclusion of the development cycle, the contractor will meet with the government product owners (or a dedicated proxy) for acceptance/rejection of work performed within the development cycle.

3.1.2 Many of the requirements to be developed by the contractor will be high level at the start of the project. The contractor shall meet with government resources to develop, refine, estimate, and prioritize requirements/user stories prior to development. User stories that lack clear definition, acceptance criteria, and estimation, shall not be accepted for development. All user stories shall include a government approved test plan that shall be developed and completed by the contractor and accepted as part of the agile development cycle.

3.1.3 The contractor shall ensure that all NEP-Oc releases provided can integrate with the specified operational environment without experiencing failure or causing failure within the operational environment. To facilitate integration of results developed by the contractor into the current operational environment, the government NEP-Oc 1.x Team shall release the latest operational builds to the contractor to support their development testing. The contractor will provide acceptance testing for builds provided by government NEP-Oc 1.x Team. This testing shall be completed by running an automated regression test, provided by the government, against the received code. If a build is determined to fail due to defects introduced by the government NEP-Oc 1.x Team, the build will be rejected and provided back to the government NEP-Oc 1.x Team for defect correction.

3.1.4 The contractor shall provide builds to the government NEP-Oc 1.x Team for integration. If the government NEP-Oc 1.x team discovers defects that have been introduced by the contractor's build, the build will be rejected and returned for defect correction. Any work rejected or returned for defect correction shall be considered rework and fee will not be applicable.

3.1.5 All source code deliveries will be entered into the approved source code control system by the contractor unless otherwise directed. All source files needed to create an executable will be included. Relevant build scripts must be included for all deliverables.

3.1.6 Contractor deliveries shall be organized in accordance with FNMOC's subversion in a manner that the system librarian can implement with minimum evaluation of submitted files. All delivered supporting routines (e.g., database creation, database analysis, testing, and evaluation tools) will be isolated from the files that make up the final product and labeled as support routines.

3.1.7 The contractor shall develop software to operate in a distributed computing environment that includes primary sites at FNMOC and NAVO; data/product/service provider sites within the NOe; and with capabilities delivered through the NEP-Oc.

3.1.8 The contractor shall ensure that all integration software shall be developed to operate within a well integrated suite of middleware technologies based upon open standard interfaces and implementations. Implementation shall follow the recommendations made by the Core Technology Team (CTT) (or other reviewers as designated by the NEP-

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Oc leadership). All commercial off the shelf software (COTS) used for both development and operational deployment must be on the DON Application and Database Management System (DADMS) approved list of applications. The purchase of COTS software shall be the responsibility of the contactor. As deemed necessary, subsequent licensing fees will be paid by the government.

3.1.9 The contactor shall follow best practices with regard to software development and project management as specified by the Contracting Officer's Representative.

3.1.10 The contactor shall insure that all modules, libraries, and files written conform to the coding standards specified by the NEP-Oc Enterprise Manager for Web and distributed application/service development.

3.1.11 The contactor shall ensure that DoDAF 2.0 architecture products be created for each prototype in alignment with best architecture practices and target NOe architectures. These products shall be provided to the CNMOC Enterprise/IT Architect for review and approval.

3.1.12 The contactor shall ensure that all services developed in this statement of work shall correctly function from multiple requests. The multiple requests may be from one client or many clients. The client nor the service will have to shut down to respond to additional requests after a request has been made and serviced. These services shall operate in compliance with government agreed upon test acceptance criteria.

3.1.13 The contractor shall work with and support COMNAVMETOCCOM personnel in ensuring that software design and development activities comply with federal, DoD, DoN, and COMNAVMETOCCOM policies including, but not limited to, Information Assurance and net-centricity. Deliverables must comply with all applicable DoD security configuration or implementation guides. This includes, but is not limited to DISA Secure Technical Implementation Guides (STIGs).

Reference: DODI 8500.2

IA Control: ECSC-1

Subject: Security Configuration Compliance

Requirement: For Enclaves and AIS applications, all DoD security configuration or implementation guides have been applied.

3.1.14 The contractor shall gather requirements/user stories from and participate on the NEP-Oc Core Management Team, User Experience Team, Support and Metrics Team, Content Integration Team, and Core Technologies Teams as needed. Participation may include but is not limited to meeting attendance, e-mail composition and response, and phone conversations/teleconferences.

3.1.15 The contractor shall ensure that all documentation conforms to documentation standards specified by the NEP-Oc Enterprise Manager. Documentation shall be delivered in a variety of standards formats appropriate to the product, including but not limited to Microsoft® Word, Visio, PowerPoint, Excel, etc..

3.1.16 The majority of work will be performed at the contractor facility and hardware will not be provided for this development effort.

3.1.17 The contractor shall provide either monthly status reports detailing current status of product development, including detailed progress, problem areas, and resource expenditures OR a collaborative project site must be established to continuously document status in the areas listed.

4.0 APPLICABLE DIRECTIVES

Information assurance and contractor personnel access to SPAWARSYSCEN ATLANTIC, NOLA Office facilities and DoD information systems will be determined in accordance with the following directives:

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DoD Directive 8500.1 (Information Assurance)

DoD Directive 8500.2 (Information Assurance Implementation)

DoD Directive 5200.1 (DoD Information Security Program)

DoD Directive 5200.2 (DoD Personnel Security Program)

DoD Directive 5200.2-R (DoD Personnel Security Program)

SECNAV M-5510.30 (Navy Personnel Security Manual)

SPAWARINST 5400.3 (Systems Engineering Technical Review Process)

The contractor shall invoke the standards of the ASN Software Process Improvements Initiative (SPII) Guidance for Use of the Software Process Improvement Contract Language, 13 July 2007.

The contractor shall use best industry practices including ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for software life cycle processes. In accordance with the framework defined in IEEE/EIA std. 12207.0, the Software Development Plan (SDP) shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. The best practices represented in the CMMI- SE/ SW model shall be used for all systems and software engineering projects and tasks.

5.0 PERFORMANCE REQUIREMENTS

5.1 Operational Requirements

Once the development cycle of NEP-Oc 1.1 was completed, a number of validated and prioritized requirements remained in the backlog. These still require development and must be fielded to provide the best product possible for the METOC users. These will be part of the NEP-Oc 1.x product backlog and will be candidates for each sprint cycle initiated by the contractor.

The highest priority of the NEP-Oc is to support the METOC professionals as defined in the set of NEP-Oc personas. To accomplish this there will be a blend of NEP-Oc 1.x user stories and NEP-Oc GM user stories that require attention. User stories will be provided from the process teams (described in section 2 of the PWS) as well as Fleet users. The NEP-Oc 1.x product owner and the contractor will work together to ensure that the transition between currently fielded capabilities and the NEP-Oc GM Product-Line will include a mix of incremental improvements as well as advanced capabilities as defined below.

The contractor shall work with the government to establish the goals of the operational release, identify the highest priority operational Product Backlog items, identify the major risks, and identify the overall features and functionality the release will contain. This will be accomplished with a set of formal release planning meetings held by the contractor, of which the NEP-Oc 1.x Product Owner (customer representative) is a key member. The NEP-Oc 1.x Product Owner and the Project Manager shall balance the scrum and sprint efforts in order to best achieve the customer's high-priority and high-risk items while, at the same time, addressing the contractor's need to guarantee delivery at the end of the period of performance.

The contractor shall document and provide the official Product Backlog, with necessary elaboration, to the customer within five working days of completion of release planning. The customer shall review and approve the Product Backlog document within two work-days. This Product Backlog will be the basis for the initial sprint planning as well as a baseline for consideration of impact of future additions.

A NEP-Oc GM Charter document shall be developed by the contractor with the assistance of the government in order to communicate the expectations of the NEP-Oc GM Team and the commitment to their stakeholders. This team charter document will contain scope and baseline plans of the NEP-Oc GM team/s developed by the contractor. The effort described in PWS 5.1 will operate in parallel with the efforts described in PWS 5.2, 5.3, 5.4, and 5.5.

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5.2 Net-Centric Architecture Requirements for NEP-Oc GM (RDT&E)

All the work completed by the contactor to support NEP-Oc 1.x (PWS 5.1) shall be fully compliant with the architecture and technology stack of NEP-Oc 1.x. In general, the work completed by the contractor's efforts (PWS 5.2-5.5) must be deployable into the NEP-Oc 1.x Architecture. However, the contractor should evaluate any architecture "extensions" that may be required to effectively realize the NEP-Oc GM Product-Line vision and concepts.

Therefore, the contractor shall provide a detailed Systems Engineering Architecture Analysis. This analysis shall:

- Document key architecture drivers, heavily influenced by the current NEP-Oc 1.x architecture, but reflecting awareness of possible drivers required to optimize NEP-Oc GM realization
- Document key architecture decisions and rationale with regard to proposed extensions
- Document key architecture products (developed in compliance with DODAF 2.0) that capture capability, operational, and system views of NEP-Oc GM elements
- Identify and describe key architecture evaluation criteria, alternative architectures considered, and provide a recommended Solution Architecture (SA) for NEP-Oc GM capabilities. The contactor shall clarify how the recommended architecture extensions, if required, optimize the requirements and special characteristics of the problems being addressed by PWS 5.3 and 5.4. If PWS 5.5 capabilities are indicated as critically relevant, the architecture will account for those as well.

A specific and critical element of this analysis will document if any changes are required to the NEP-Oc 1.x Architecture to accommodate NEP-Oc GM Product Line Features.

The analysis shall consider the following inputs:

- Current NEP-Oc Deployed Architecture
- Current METOC SOA Architectural designs
- Current trends in SOA architecture and design
- Current geospatial enablement strategy of CNMOC
- Current state of the NOe Enterprise Architecture (target 2011-2018). The government will provide briefings and products to support the vendor in its understanding of this architecture.
- High-level specification and understanding of METOC domain sensing, production and dissemination processes which are aligned to net-centric principles and that embrace geospatial concepts where applicable.
- Existing & Emerging platforms, sensors, and systems

Once approved by the government, the contactor will use the architecture as guidance and constraints in the development of user stories identified in support of NEP-Oc GM product-line capabilities.

Approval will be provided by the CNMOC CIO based upon recommendations of the METOC Engineering and Architecture Team (MEAT) and other factors. Note that the selected architecture approach will provide a critical connective tissue across all user story implementations identified in the Agile process. In other words, it will guide and constrain how user stories are implemented and assure an efficient transition into the NOe operational architecture.

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NOTE: User Stories identified as NEP-Oc 1.x Product-Line User Stories are not subject to this constraint. They will be implemented within the current NEP-Oc 1.x architecture.

5.3 Mission-Centric Human System Integration (MC-HSI) (RDT&E)

We require R&D efforts to model specific mission scenarios in compliance with net-centric principles, identify the information products and services relevant to the mission, model HSI tenets that support the most effective use of these assets, and to develop displays that comply with the discovered HSI tenets. These displays shall be able to be integrated into a web-based environment, support geospatial analyses and visualization, support mission-based workflow management for users distributed across wide-area networks.

Software shall be developed and delivered to support geospatial mission-oriented discovery displays. These displays will provide war-fighters with information that describes how the METOC data impacts their mission, as well as how mission parameters can be modified to leverage METOC information as an enabler, instead of a restriction. This will require:

- Identification of specific missions for analysis
- Working closely with METOC professionals to understand the specific mission and key decision processes
- Analysis of the decision processes to understand METOC insertion points of intellectual assets including data products and services.
- Development of a prototype set of processing and output displays using existing METOC and operational OGC services

NOTES:

- This work shall be able to be integrated into the NEP-Oc environment as one or more consoles
- This work shall reflect consistency with the CNMOC Geospatial Enablement Strategy
- This work shall implement the priorities, guidelines, principles, and business rules of net-centricity as reflected in the DoD IEA.
- MC-HSI will be in compliance with Open Geospatial Consortium (OGC) and World Wide Web Consortium (W3C) standards and interfaces
- MC-HSI shall be constructed with loosely coupled components (OGC and other appropriate services) that can support multiple web service clients and harvesting agents (i.e. DoD Net-Centric Enterprise Services (NCES), Joint Environment Toolkit (JET), Naval Integrated Tactical Environmental System Next Generation (NITES-Next), etc...)

5.4 Tactical Location-Based Services (RDT&E)

METOC Operators and General Warfighters in forward tactical locations require easy access to products and services that are relevant to their area and mission activities. In addition to traditional web-portal searching, access, and manipulation capabilities, the contactor shall identify and prototype key METOC Tactical Location-Based Services. The effort shall look at mission areas where smart phones make sense as a primary access point for METOC products. Geospatial product/service types shall be identified and prototyped; and end-to-end implications on production and dissemination processes shall be evaluated. A key objective is defining a unifying framework to discover, distribute and interact with METOC information assets via smart phones, web-based applications, widgets, and web portals with a single, coherent technology strategy.

5.5 Smart Sensing (RDT&E)

A special area of interest is at the first link in the METOC value-chain; that is, the collection, acquisition, and assimilation of sensing data into nowcast and forecast models. The fidelity of model forecasts is largely determined by

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the quality and quantity of these sensed observations, especially in key areas of operational interest and dynamic environmental conditions. Improving model accuracy is an important goal, especially in areas of operational relevance, where environmental observations can be sparse or unavailable. Given the limitation of sensing platforms in certain environments and areas, there is a need to deploy them where and when most needed, in a timely fashion. The processes of determining operationally relevant sensing needs, tasking available platforms, performing QC, and moving sensing data to model processing centers or other consumers is referred to as Smart Sensing.

There is a need to be able to task sensing assets to key locations based upon operational situations and dynamic environmental conditions. Tasking decisions are made by performing scientific analysis of environmental forecasts and relating those results to operating thresholds of mission, platform, sensors, and personnel. Geospatial analyses will be a key enabler of these decision making processes. Automated, distributed, and interoperable solutions must be explored to support this end-to-end process.

There have been many advances in the development of data acquisition capabilities for METOC data including the use of Autonomous Undersea Vehicles (AUV), Bathymetric LIDAR systems, Satellite Remote Sensing, and other technologies which strive to get as accurate a picture of the environment as possible. These new capabilities, however, present specific challenges for getting the massive amounts of sensor data from the sensor platform to locations where that data is needed. In addition to the large amounts of data, widely dispersed sensor platforms and heterogeneous interface specifications make the coordinated tasking, processing, and data movement processes difficult. There is a need to define a common abstraction of tasking, monitoring, and data retrieval commands for these heterogeneous sensing systems and to design and prototype an automated integration mechanism that implement the abstractions and interface to a range of sensing platforms.

The contactor shall research recent advances in SOA technologies, geospatial solutions, and sensing standards (e.g. SensorML) which can facilitate the tasking and transfer of sensor data when and where needed vice traditional approaches which collect sensor data into centralized locations for processing and storage.

Based upon this research, the net-centric process descriptions developed in PWS 5.3, and the draft architecture for a METOC Sensor Bus, the contactor shall design and develop a prototype that demonstrates the concepts defined. Every effort shall be made to identify a real-world environment for testing this capability in the field.

NOTE: Any work done in this area shall be driven by requirements and opportunities identified in 5.3 and 5.4. This shall not be considered a high priority for this tasking w/o specific key drivers identified above.

6.0 ODCs

Travel to various locations may be required to perform the services in this task order. The Task Order Contractor's Officer Representative (TOCOR) must authorize all travel prior to commencement of travel. An approved Contractor's Travel Authorization Request (TAR) shall be the standard document authorizing Contractor travel. Travel will be billed in accordance with the Department of Defense/ Joint Travel Regulation (DoD/ JTR) vol 2. for civilian personnel travel procedures.

7.0 DELIVERABLES

PWS Reference	Category	Deliverable	Estimated Due Dates (Assumes start date of 06/01/11)
All	Reporting	Provide meeting agendas, technical input, meeting minutes and attend all NEP-Oc discussions, to include but not limited, to the following meetings: <ul style="list-style-type: none"> · User story backlog grooming · User story prioritization Review 	As Directed by the COR

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		<ul style="list-style-type: none"> Sprint Reviews Core Management Team (CMT) 	
5.1,	Reporting	NEP-Oc GM Charter	06/08/11
5.1	Reporting	NEP-Oc GM Baseline Product Backlog	06/08/11
5.1	Source Code	Source Code, successfully completed Test Plans and STIG Documentation for all government approved and completed backlog requirement software builds completed and deployed in the Agile process for the quarter	At the end of each sprint (Every 10 working days)
5.2	Research / Reporting	<p>Net-Centric Architecture - Documented Research Analysis Results including:</p> <ul style="list-style-type: none"> Key architecture drivers, heavily influenced by the current NEP-Oc architecture, but reflecting awareness of possible drivers required to optimize NEP-Oc GM realization Key architecture decisions and rationale with regard to proposed architecture extensions Key architecture products (developed in compliance with DODAF 2.0) that capture capability, operational, and system views of NEP-Oc GM elements <p>In addition, the analysis will identify and describe key architecture evaluation criteria, alternative architectures considered, and a recommended Solution Architecture (SA) for NEP-Oc GM capabilities. The vendor will clarify how the recommended <u>architecture extensions</u>, if required, optimizes the requirements and special characteristics of the problems being addressed by PWS 5.3 and 5.4. In addition, if PWS 5.5 capabilities are indicated as critically relevant, the architecture will account for those as well.</p>	08/01/11
5.3	Planning	MC-HSI / Net-Centric Architecture – POA&M (end-to-end Sprint Plan)	08/01/11
5.3	Reporting	MC-HSI / Net-Centric Architecture Products - Key Use Cases/Scenarios (expressed as UML/SYSML products with DODAF content e.g. OV-5, OV-6c)	09/01/11
5.3	Reporting	MC-HSI / HSI Net-Centric Architecture Products – Key System Interface and Composite Structure Diagrams (e.g. DODAF 2 SV-1) w/ required	10/01/11
5.3	Reporting	MC-HSI / Test Plan	10/01/11
5.3	Source Code	MC-HSI / Prototype code to install and test in NEP-Oc Deployed environment	12/01/11
5.3	Source Code	Source Code, successfully completed Test Plan and STIG Documentation for MC-HSI / finalized software build	03/01/12
5.4	Research / Reporting	<p>Location Based Services - Documented Research Results that report:</p> <ul style="list-style-type: none"> Viable Service Candidates 	10/01/11

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		· Recommendation of implementation/service delivery approach within current delivery mechanisms or required changes to current mechanisms to affect desired effects	
5.4	Planning	Location Based Services: POA&M (end-to-end Sprint Plan)	
5.4	Reporting	Location Based Services – Net-Centric Architecture Products - Key Use Cases/Scenarios (expressed as UML/SYSML products with DODAF content e.g. OV-5, OV-6c)	11/01/11
5.4	Reporting	Location Based Services – Net-Centric Architecture Products – Key System Interface and Composite Structure Diagrams (e.g. DODAF 2 SV-1) w/ required	12/01/11
5.4	Reporting	Location Based Services – Test Plan	12/01/11
5.4	Source Code	Location Based Services – Prototype to install and test in NEP-Oc Deployed	02/01/12
5.4	Source Code	Source Code, successfully completed Test Plan and STIG Documentation for Location Based Services finalized software build	04/15/12
5.5	Research / Reporting	Smart Sensing Services - Documented Research Results that report: · Viable Service Candidates · Recommendation of implementation/service delivery approach within current delivery mechanisms or required changes to current mechanisms to affect desired effects	12/01/11
5.5	Planning	Smart Sensing Services: POA&M (end-to-end Sprint Plan)	
5.5	Reporting	Smart Sensing Services – Net-Centric Architecture Products - Key Use Cases/Scenarios (expressed as UML/SYSML products with DODAF content e.g. OV-5, OV-6c)	01/01/12
5.5	Reporting	Smart Sensing Services – Net-Centric Architecture Products – Key System Interface and Composite Structure Diagrams (e.g. DODAF 2 SV-1) w/ required	02/01/12
5.5	Reporting	Smart Sensing Services – Test Plan	02/01/12
5.5	Source Code	Smart Sensing Services – Prototype to install and test in NEP-Oc Deployed	04/01/12
5.5	Source Code	Source Code, successfully completed Test Plan and STIG Documentation for Smart Sensing Services finalized software build	05/31/12
3.1.17	Reporting	Monthly Status Report	
16.0	Reporting	CDAD Report	

8.0 GOVERNMENT FURNISHED PROPERTY

Not applicable

9.0 TECHNICAL POINT OF CONTACT

Task Order Manager: Robert Slone email: robert.slone@navy.mil; 504.697.3331

Financial Point of Contact: TBD

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10.0 Accessing IT Systems

Contractor personnel requiring access to any Navy IT systems or resources at government facilities, directly or indirectly, shall be required to obtain a Common Access Card (CAC) with Public Key Infrastructure (PKI) for access to Department of Defense facilities and websites. In addition, a hardware solution and software (e.g., Active Gold) is required to securely read the card via a personal computer. Prior to receipt of a CAC, all contractor personnel shall be required to complete the mandatory annual IA training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified Contracting Officer's Representative (COR). Additionally, any contractors requiring root access to government computing systems must meet appropriate IT Level criteria per DoD directives 8500.1 and 8500.2.

10.1 Disclosure of Information

Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government KO.

10.2 Data Handling and User Controls

At a minimum, the contractor shall handle all data received or generated under this contract as For Official Use Only (FOUO) material. Any information received or generated shall be handled in accordance and compliance with all applicable PWS references and to other applicable Government policies and procedures that include DOD/Navy/SPAWAR.

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references.

11.0 GOVERNMENT FACILITIES

All work shall be performed at the contractor facilities.

12.0 TECHNICAL DATA RIGHTS

To meet end user needs, the Government requires that the Contractor provide a minimum of "Government Purpose Rights" as defined in DFARS 252.227-7013 for all contract deliverables in commercial and noncommercial technical data, computer software and computer software documentation as defined in DFARS 252.227-7013, 252-227-7014 and 252.227-7015. The rights classification would only be applicable to the extent the CDRL item or parts thereof meet the definition of technical data, computer software and computer software documentation as referenced above. If any of the contract deliverables in technical data, computer software, or computer software documentation is updated under the contract; the Contractor shall deliver the rights to the updated contract deliverables in technical data, computer software, or computer software documentation at no additional cost to the Government.

All source codes shall become property of the Government upon completion of this task order.

13.0 INFORMATION SYSTEM

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The contractor shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by email through individual accounts during all working hours.

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that

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confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

13.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement. The contractor and all utilized subcontractors shall abide by the following safeguards:

- Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- Sanitize media (e.g., overwrite) before external release or disposal.
- Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.
- Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
- Provide protection against computer network intrusions and data exfiltration, minimally including the following:
 - (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 - (2) Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
 - (3) Prompt application of security-relevant software patches, service packs, and hot fixes.
- As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).
- Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.
- The contractor shall include in their quality processes procedures that are compliant with information security

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requirements.

13.2 Security

If access to DoD/Navy information technology systems or SPAWARSCEN ATLANTIC, NOLA Office facilities or the Government Furnished Information (GFI) or position is classified or sensitive, due to the nature of the work to be performed under this task order and/or the sensitive or classified nature of the DoD/Navy information technology systems that may be accessed, U.S. citizens only will be allowed to perform under this task order. Requests for waivers to this requirement will be reviewed in accordance with the above directives and notification of approved waivers will be made in writing by the Contracting Officer or designated representative.

For tasks that do not require access to SPAWARSCEN ATLANTIC, NOLA Office facilities or DoD/Navy information technology systems and for which there is no sensitive Government Furnished Equipment (GFE) or Government Furnished Information (GFI), non-U.S. citizens may be permitted to perform under this task, provided requests for exceptions are approved in writing by the Contracting Officer or designated representative. Review of requests for exceptions will be made in accordance with guidance from DOD Directive 5200.2-R and SECNAV M-5510.30, above, and adherence to applicable visa restrictions.

14.0 FOREIGN NATIONALS

No foreign nationals will be used on the project unless a written and signed authorization is provided by the Contracting Officer.

15.0 SECTION 508 COMPLIANCE SPECIFICATIONS

(1) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires Federal agencies acquiring Electronic and Information Technology (EIT) to ensure that Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by the Federal employees who are not individuals with disabilities.

(2) All EIT procured under this contract/order must meet the following 36 CFR 1194 accessibility standards. The full text of the accessibility standards is available at:

<http://www.accessboard.gov/sec508/508standards.htm>

1194.21 – Software Applications and Operations Systems.

1194.22 – Web Based Intranet and Internet Information and Applications.

1194.23 – Telecommunications Products.

1194.24 – Video and Multimedia Products.

1194.25 – Self-contained, Closed Products.

1194.26 – Desktop and Portable Computers.

1194.31 – Functional Performance Criteria.

(3) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device(s), but merely require that the EIT be compatible with such software and device(s) so that it can be made accessible if so required in the future.

(4) Contractors may propose products or services that result in substantially equivalent or greater access used by individuals with disabilities; this is known as equivalent facilitation.

All 508 compliance and compliance issues are to be addressed by the Government customer and the contractor. The contracting office is required to ensure compliance.

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The contractor shall ensure all guidelines for the protection of Privacy Act (PA) Data and the safeguarding of Personally Identifiable Information (PII) are followed.

All IT contracts: Compliance with Section 508 of the Rehabilitation Act of 1973 is mandated for all procurements and software developed as directed in SPAWARINST 5721.1B of 17 Nov 2009.

The contractor shall follow DoDD 8510.01 of 28 Nov 2007 when deploying, integrating, and implementing IT capabilities.

The contractor shall ensure that no production systems are operational on any RDT&E network.

The contractor shall migrate all ASHORE production systems to the NMCI environment where available.

The contractor shall work with government personnel to ensure compliance with all current Navy IT & IA policies, including those pertaining to CARS.

The contractor shall follow SECNAVINST 5239.3B of 17 June 2009 & DoDD 8510.01 of 28 Nov 2007 prior to integration and implementation of IT solutions or systems.

16.0 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP), and Contractor Performance Assessment Reporting System (CPARS) the contractor shall provide the following documents: Contractor CPARS Draft Approval Document (CDAD) Report, Attachment 7, to be submitted monthly.

17.0 INSPECTION AND ACCEPTANCE CRITERIA

The TOCOR will accept products and services delivered under this task order. The TOCOR will review and accept products and services within 10 working days of delivery. Contractors have 10 working days to rework rejected deliverables.

18.0 CONTRACTOR'S MANPOWER REPORTING

A Contractor Manpower Quarterly Status Report (CDRL A003) shall be provided to the government four times throughout the calendar year. [Note: During the initial CY2011 Interim Reporting Period, reports shall be due only two times a year]. Required for all service contracts and/or orders active from 1 Dec 2010, the Manpower report shall itemize specific contract and/or TO administrative data as specified in the applicable DD Form 1423. Utilizing a format provided by the government, the contractor shall collect required data throughout the performance period and shall submit one cumulative report on the applicable quarterly due date. The following table lists the pre-set submittal due dates and the corresponding performance periods:

INTERIM REPORTING PERIOD: For those contract/orders active anytime during 1 Dec 2010 and 30 Sep 2011:

	DUE DATE	PERFORMANCE PERIOD
1	15 June 2011	1 December 2010 – 31 May 2011
2	15 Oct 2011	1 June 2011 – 30 September 2011

REGULAR REPORTING PERIOD: For those contract/orders active on or after 1 Oct 2011:

	QUARTERLY DUE DATE	PERFORMANCE PERIOD
1	15 January	1 October – 31 December
2	15 April	1 January – 31 March
3	15 July	1 April – 30 June
4	15 Oct	1 July – 30 September

NOTE: Prime contractors shall report all hours worked by prime and all subcontractors. Labor hour data shall be a combined roll-up of prime and subcontractor data; i.e., primes are not required to report subcontractors separately

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nor indicate what portions of tasks have been subcontracted.

C-720 PERFORMANCE-BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance-based contract, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) as follows:

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis. The CPARS evaluation will be based on all task orders performed (in whole or in part) during the previous 12-month period. The primary government official responsible for the CPARS evaluation is the Contracting Officer's Representative (COR) for the contract. The COR may be assisted, as necessary, by other government individuals having information relevant to the quality of contractor performance.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of consideration to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service - Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of reports/data delivered, and successful completion of SETR milestone events; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes and (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective.

3.2 Schedule – Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions.

3.3 Cost Control – Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations – Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

3.5 Management of Key Personnel – Addresses the overall quality of the contractor's team. Including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

EVALUATION RATINGS: DEFINITIONS

Exceptional. Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good. Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

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Satisfactory. Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal. Performance does not meet contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor' proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory. Performance did not meet contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(b) The QASP defines this review and acceptance to be part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://www.cpar.csd.disa.mil>.

C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

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

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

C-325 KEY PERSONNEL

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

(d) List of Key Personnel

NAME

CONTRACT LABOR CATEGORY

Project Manager
Engineer/ Scientist 4
Computer Programmer III

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(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

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

C-718 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

36 C.F.R. § 1194.21 (Software Applications and operating systems)

36 C.F.R. § 1194.22 (Web-based and internet information and applications)

36 C.F.R. § 1194.23 (Telecommunications products)

36 C.F.R. § 1194.24 (Video and multimedia products)

36 C.F.R. § 1194.25 (Self contained, closed products)

36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

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

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

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

E-303 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 duly authorized representative.

FAR CLAUSES INCORPORATED BY REFERENCE

52.246-5 INSPECTION OF SERVICES- COST REIMBURSEMENT (APR 1984)

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

4000 The period of performance will be from date of award to December 7, 2012.

6000 The period of performance will be from date of award to December 7, 2012.

Services to be performed hereunder will be provided at contractor's facility.

FAR CLAUSES INCORPORATED BY REFERENCE

52.242-15 STOP WORK ORDER (AUG 1989)

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
 Robert Slone
 2251 Lakeshore Dr, Bldg 4
 New Orleans, LA 70145

G-306 DESIGNATION OF CONTRACTING OFFICER’S REPRESENTATIVE

(a) The Contracting Officer hereby appoints the following individual as the Contracting Officer’s Representative (s) (COR) for this contract/order:

Robert Slone
 2251 Lakeshore Dr, Bldg 4
 New Orleans, LA 70122

Phone: 504.697.3331
[email: robert.slone@navy.mil](mailto:robert.slone@navy.mil)

(b) It is emphasized that only the 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 is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor, unless the PCO or ACO has issued a contractual change.

(c) 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 in behalf of the COR. The Contracting Officer hereby appoints the following individual as the Alternate COR:

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee (CPFF) task order.

G-317 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.

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(d) Invoices shall be in accordance with a mutual agreed upon payment schedule or milestone payment schedule.

(e) The following information is provided for completion of the invoice in WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	S2404A
DCAA Auditor	N/A
Service Approver	N/A
Acceptor DODAAC	N69250
LPO DODAAC	N69250
Pay by DoDAAC	HQ0338

***INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Robin Rourk
Code: 8.6.2
Address: PO Box 190022, N. Charleston, SC 29419
Phone: (843) 218-5115
Email: robin.rourk@navy.mil

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(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 (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. 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-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

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

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

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(b) General

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

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

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

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

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

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

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

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

(d) Transportation

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

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being

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performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

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

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

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

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

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

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

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

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

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

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

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

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

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from

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residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

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

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

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

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

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

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

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

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

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

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

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(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

(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.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the

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person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure

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in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

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SECTION I CONTRACT CLAUSES

FAR CLAUSES INCORPORATED BY REFERENCE:

- 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
- 52.216-8 FIXED FEE (MAR 1997)
- 52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)
- 52.232.20 LIMITATION OF COSTS (APR 1984)
- 52.232.22 LIMITATION OF FUNDS (APR 1984)
- 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) SHORT FORM (APR 1984)
- 52.249-6 TERMINATION - COST REIMBURSEMENT (MAY 2004)

Any and all applicable FAR, DFAR, and Navy clauses under the SeaPort basic contract, Section I, are applicable to the particular task order.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Quality Assurance Surveillance Plan (QASP)

Attachment 2 - Contractors Draft Approval Document Report (CDAD)

Attachment 3 - Wage Determination 2005-2233

Attachment 4 - Labor Category Descriptions

Attachment 5 - QSR Manpower Reporting Spreadsheet

CDRL A001 - Monthly Status Report

CDRL A002 - Contractor's Draft Approval Document (CDAD)

CDRL A003 - Manpower Reporting Tool, revised May 16, 2011