


DELIVERY ORDER


FINAL

1. CONTRACT NO. N00178-04-D-4024	2. DELIVERY ORDER NO. NS22	3. EFFECTIVE DATE 10/01/2007	4. PURCHASE REQUEST NO. N00039-07-NR-55411
5. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 daniel.knapp@navy.mil 858-537-0433		6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A
7. CONTRACTOR Booz Allen Hamilton, Inc 8283 Greensboro Drive McLean VA 22102	CODE 17038	FACILITY	8. DELIVERY DATE See Section F
11. SHIP TO See Section D		12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213	9. CLOSING DATE/TIME (hours local time – Block 5 issuing office) SET ASIDE TYPE
13. TYPE OF ORDER D X This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.		10. MAIL INVOICES TO See Section G	CODE HQ0338

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Booz Allen Hamilton, Inc		Vice President	
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.		21. UNITED STATES OF AMERICA		22. TOTAL	
By: Frederick D Renz		09/25/2007		\$ 	
		CONTRACTING/ORDERING OFFICER			

SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

In order to award this Order to [REDACTED] funding in the amount of \$ [REDACTED] is hereby provided under CLIN 1001 and funding in the amount of \$ [REDACTED] is hereby provided under CLIN 3001 (ODC)s.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
1001	PMW 170 Program Management Support					
100101	Incremental Funding: \$ (RDT&E)	1.0 Lot	\$	\$	\$	\$
100102	Incremental Funding: \$ (RDT&E)	1.0 Lot	\$	\$	\$	\$
100103	Incremental Funding: \$ (RDT&E)	1.0 Lot	\$	\$	\$	\$
100104	Incremental Funding: \$ (RDT&E)	1.0 Lot	\$	\$	\$	\$
100105	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100106	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100107	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100108	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100109	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100110	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100111	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100112	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$

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100113	Incremental Funding: \$ (OPN)	1.0 Lot	\$	\$	\$	\$
100114	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100115	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100116	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100117	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100118	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100119	Incremental Funding: \$ (OPN)	1.0 Lot	\$	\$	\$	\$
100120	Incremental Funding: \$ (RDT&E)	1.0 Lot	\$	\$	\$	\$
100121	Incremental Funding: \$ (RDT&E)	1.0 Lot	\$	\$	\$	\$
100122	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100123	Incremental Funding: \$ (O&MN,N)	1.0 Lot	\$	\$	\$	\$
100124	Incremental Funding: \$ (OPN)	1.0 Lot	\$	\$	\$	\$
100125	Incremental Funding: \$ (OPN)	1.0 Lot	\$	\$	\$	\$
100126	Incremental Funding: \$ (OPN)	1.0 Lot	\$	\$	\$	\$
100127	Incremental Funding: \$ (OPN)	1.0 Lot	\$	\$	\$	\$

1001AA PMW 170 Program 1.0 Lot \$ _____ \$ _____ \$ _____
 Management
 Support - Base
 Year (TBD)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	ODC and Travel - Base Year		
300101	Incremental Funding: \$ _____ (RDT&E)	1.0 Lot	\$ _____
300102	Incremental Funding: \$ _____ (RDT&E)	1.0 Lot	\$ _____
300103	Incremental Funding: \$ _____ (RDT&E)	1.0 Lot	\$ _____
300104	Incremental Funding: \$ _____ (RDT&E)	1.0 Lot	\$ _____
300105	Incremental Funding: \$ _____ (O&MN,N)	1.0 Lot	\$ _____
300106	Incremental Funding: \$ _____ (O&MN,N)	1.0 Lot	\$ _____
300107	Incremental Funding: \$ _____ (O&MN,N)	1.0 Lot	\$ _____
300108	Incremental Funding: \$ _____ (O&MN,N)	1.0 Lot	\$ _____
300109	Incremental Funding: \$ _____ (O&MN,N)	1.0 Lot	\$ _____
300110	Incremental Funding: \$ _____ (O&MN,N)	1.0 Lot	\$ _____
300111	Incremental Funding: \$ _____ (RDT&E)	1.0 Lot	\$ _____
300112	Incremental Funding: \$ _____ (RDT&E)	1.0 Lot	\$ _____
300113	Incremental	1.0 Lot	\$ _____

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Funding: \$ [REDACTED]
(O&MN,N)

300114 Incremental 1.0 Lot \$ [REDACTED]
Funding: \$ [REDACTED]
(OPN)

3001AA ODC - PMW 170 1.0 Lot \$ [REDACTED]
Program
Management
Support (TBD)

3101 Option Year 1 - 1.0 Lot \$ [REDACTED]
ODCs (TBD)
Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
4101	PMW 170 - Program Management Support - Option Year 1 (TBD) Option	1.0 Lot				
4201	PMW 170 - Program Management Support - Option Year 2 (TBD) Option	1.0 Lot	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
4301	PMW 170 Program Management Support - Option Year 3 (TBD) Option	1.0 Lot	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]
4401	PMW 170 Program Management Support - Option Year 4 (TBD) Option	1.0 Lot	\$ [REDACTED]		\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6201	Option Year 2 - ODCs (TBD) Option	1.0 Lot	\$ [REDACTED]
6301	Option Year 3 - ODCs (TBD) Option	1.0 Lot	\$ [REDACTED]
6401	Option Year 4 - ODCs (TBD) Option	1.0 Lot	\$ [REDACTED]

B-1 ADDITIONAL SLINS

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

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of funds that will be used under this Order.

General Information: The base fee is %.

B-2 ALLOTMENT OF FUNDS

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

(b) The amounts presently available and allotted to this contract for payment of earned award fee, as provided in the Section B-3 clause of this contract entitled "Award Fee Determination" and permitted for payment of fixed fee, as provided in the Section B-4 clause of this contract entitled "Payment of Fixed Fee", are as follows:

ITEM(S) ALLOTTED TO AWARD FEE

See Attachment (4) - Allotment of Funds

(c) The amounts presently set-aside under this contract for payment of award fee and fixed fee, if any, to be provided per the Section B-3 and B-4 clauses of this contract entitled "Award Fee Determination" and "Payment of Fixed Fee" (respectively), are as follows:

ITEM(S) FEE SET-ASIDE AMOUNT

See Attachment (4) - Allotment of Funds

The Contractor is not permitted to invoice against the Fee Set-Aside Amount for award fee funds until the Procuring Contracting Office issues a subsequent modification specifically authorizing payment of established award fee from these set-aside funds. The Contractor may only invoice against the Fee Set-Aside Amount for the payment of fixed fee in accordance with Section B-4.

(d) The amounts presently reserved under this contract for payment of cost, subject to the FAR clause "Limitation of Funds", are listed by item(s) covered thereby and the period of performance for which it is estimated the allotted amount will cover as follows:

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

See Attachment (4) - Allotment of Funds

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

B-3 AWARD FEE DETERMINATIONS

(Applicable to CLIN 1001 and, if exercised, option CLINs 1101, 1201, 4301 and 4401)

(1) CLIN/A/B/C/D/E

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A / B / C / D / E

1001 █████ / █████ / \$ █████ / \$ █████ / █████
4101 █████ / █████ / \$ █████ / \$ █████ / █████
4201 █████ / █████ / \$ █████ / \$ █████ / █████
4301 █████ / █████ / \$ █████ / \$ █████ / █████
4401 █████ / █████ / \$ █████ / \$ █████ / █████

A = The total proposed hours (prime contractor and all subcontractors) identified in its Attachment 4 proposal submittal.

B = The total proposed hours for the prime contractor only, as identified in its Attachment 4 proposal submittal.

C = The total proposed costs (excluding FCCOM) for effort performed by prime-contractor-personnel only.

D = The potential award-fee-per-prime-contractor-hour (i.e. divide Column B into Column C and then multiply by 9.0%).

E = Maximum potential award fee amount (i.e. multiply Columns A and D). INSERT THE RESULTING VALUES AS THE PROPOSED AWARD FEE FILL-IN AMOUNTS IN THE CLIN STRUCTURE.

The Contractor (including any subcontractors) shall perform the total hours proposed in Column A, to the extent tasked. Only specifically authorized hours and costs in Technical Instructions issued per clause H-8 may be worked, provided the corresponding SubCLINs are authorized and funds are available thereunder.

(2) Award Fee evaluations will be conducted semiannually. The Government shall render its award fee determination within 45 days after the Contractor submits in writing to the Procuring Contracting Officer (PCO) that: (i) all hours and all costs have been billed for the evaluation period; (ii) the prime-contractor-only incurred hours and prime-contractor-only incurred costs for the evaluation period; and (iii) the incurred hours and incurred costs for all subcontractors combined during the evaluation period.

(3) After an award fee determination is executed via contract modification, any additional hours and costs incurred during the evaluated period that are subsequently invoiced or reported shall not be fee-bearing.

(4) Only incurred prime contractor hours are eligible for award fee payout, provided such hours are not incurred as a result of travel to and from temporary work duty stations, unless work was performed by the employee during such transit time (e.g., working while on an airplane, or waiting in the airport); (This statement does not preclude the prime contractor from establishing award-fee subcontracts.)

(5) An award fee is not guaranteed in part or in whole. The Government reserves the right to roll-over unused costs and the corresponding portion of unused award fee from one services CLIN to another services CLIN. Unearned award fee (i.e. award fee the Contractor was eligible to earn but did not) shall not rollover to another CLIN.

(6) The Award Fee Board will assess the Contractor's performance during that period and will be composed of some or all the following individuals:

- Systems Engineer Lead, Fee Determining Official (FDO)
- Procuring Contracting Officer (PCO) and Contract Specialist – Advisory only

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- Other Government personnel as appropriately determined by the FDO and PCO

(7) The Fee Determining Official (FDO) will make the award fee determination by considering the evaluation by the Award Fee Board and by using independent judgment. An award fee determination is a unilateral decision made solely at the discretion of the FDO. Award fee payments are unilateral contract modification actions issued by the PCO.

(8) If requested by the FDO or PCO, the Contractor shall submit a written presentation and/or conduct an oral presentation of its performance during the most recently concluded evaluation period.

(9) The Award Fee Board will evaluate the Contractor's (including its subcontractors) performance by assigning a score of zero ("0") or a score ranging from 50 to 100. Each score is given one of the corresponding descriptive terms described below (i.e. Unsatisfactory, Satisfactory, Very Good, or Excellent):

Unsatisfactory (Score: 0). An unsatisfactory grade indicates that, while the Contractor successfully completed the requirements of the authorized CLINs/SLINs, performance was below the satisfactory level. An unsatisfactory grade reflects some or all of the following: inefficient performance regarding costs, quantity of hours, labor-mix, or timeliness of deliverables; or ineffective performance, (results that may be unreliable, not valid, or add little or no value to program decision-making and/or outcomes); and poor subcontract management.

Satisfactory (Score 50-85). A satisfactory grade reflects some or all of the following: mostly efficient performance regarding costs, quantity of hours, labor-mix, or timeliness of deliverables; mostly effective performance (the results are somewhat reliable and valid, and add some value to program decision-making and/or outcomes); and adequate subcontract management.

Very Good (Score: 86-95). A very good grade is the expected, consistent baseline of performance and reflects all of the following: efficient performance regarding costs, quantity of hours, labor-mix, or timeliness of deliverables; effective performance (results are reasonably reliable and valid, and add value to program decision-making and/or outcomes); and good, proactive subcontract management.

Excellent (Score: 96-100). An excellent grade is considered to be exceptional and awarded infrequently, reflects all of the following: very efficient performance regarding costs, quantity of hours, labor-mix, or timeliness of deliverables; very effective performance (results are very reliable with high validity, and add value that is vital to program decision-making and/or outcomes); and all the efficient and effective traits described in this rating description are reflected in the subcontract management as well.

(10) There are two evaluation periods per year. Award fee payment amounts per evaluation shall be determined as follows:

a. The maximum award fee pool allowable shall be the number of incurred prime-contractor-only hours multiplied by the estimated award-fee-per-hour identified in Column D of paragraph (1) above. If the Contractor incurred hours greater than the number of hours authorized in the Technical Instruction(s), such excess hours shall be non-fee bearing. Any hours incurred above the CLIN hour ceiling (regardless if authorized per TIs) shall be non-fee bearing

b. The award fee pool is then multiplied by the performance score and then divided by 100.

c. For example, if the Contractor received a rating of 93, invoiced 11,200 prime-contractor-only hours, and the estimated-award-fee-per-hour is \$9.00, then the award fee payment would be \$93,744 [11,200 X \$9.00 X 93 / 100].

(11) Award Fee determinations made per this clause is independent of any Task Order Performance Evaluation (TOPE) generated per clause C-2 QUALITY ASSURANCE PLAN. Award Fee determinations and the basis for such determinations may be provided as input to the Contractor Performance Assessment Report System (CPARS).

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The contractor shall bill a fixed fee per subcontractor hour incurred at the rates identified below. The fixed fee is subject to the FAR Clause 52.216-8 "Fixed Fee" (MAR 1997) and the withholding requirements therein. Payments under this clause remain subject to the maximum pass-through rate addressed in paragraph C of the H. 10 "Savings Clause" in the basic contract.

Subcontractors Names Fixed Fees per Hour

CLIN	PROPOSED SUB COSTS	PROPOSED SUB HOURS	PRIME' FEE RATE	FEE PER HOUR
1001	\$ ██████████	██████████	██████████	\$ ██████████
4101	\$ ██████████	██████████	██████████	\$ ██████████
4201	\$ ██████████	██████████	██████████	\$ ██████████
4301	\$ ██████████	██████████	██████████	\$ ██████████
4401	\$ ██████████	██████████	██████████	\$ ██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

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

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.
- b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process

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which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

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

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

C-4 WORKWEEK (DEC 1999) (SPAWAR C-315)

(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 SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

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

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

(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

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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.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The Period of performance for the following firm items are estimated as follows:

CLIN Period of Performance

1001 10/1/07 - 9/30/08

3001 10/1/07 - 9/30/08

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

CLIN 3101 10/1/2008 - 9/30/2009

CLIN 4101 10/1/2008 - 9/30/2009

CLIN 4201 10/1/2009 - 9/30/2010

CLIN 4301 10/1/2010 - 9/30/2011

CLIN 4401 10/1/2011 - 9/30/2012

CLIN 6201 10/1/2009 - 9/30/2010

CLIN 6301 10/1/2010 - 9/30/2011

CLIN 6401 10/1/2011 - 9/30/2012

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

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

SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item (A001). Submissions are due monthly by the 15th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

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

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

G-2 ADDITIONAL INVOICING [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a Cost Plus Award-Fee task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

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

WAWF Invoice Type	2-n-1*
Issuing Office DODAAC	N00039
Admin DODAAC:	DD1155=Block 6

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Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	DD1155=Block 11
PAY DODAAC:	DD1155=Block 12

* COMBO invoice types can be used if an inspection of services can be performed and documented, i.e. FFP.

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

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Randall Grau

Code: SPAWAR 02B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7558

E-Mail: randall.grau@navy.mil

G-6 TASK ORDER MANAGER

The task order manager for this order is:

Mark Langfelder

Director of Operations - PMW 170

Office: (619) 524-7760

Email: mark.langfelder@navy.mil

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Accounting Data

SLINID	PR Number	Amount
100101		██████████
LLA :		
AA SEE ATTACHED FAD.		
100102		██████████
LLA :		
AB SEE ATTACHED FAD.		
100103		██████████
LLA :		
AC SEE ATTACHED FAD.		
100104		██████████
LLA :		
AD SEE ATTACHED FAD.		
100105		██████████
LLA :		
AE SEE ATTACHED FAD.		
100106		██████████
LLA :		
AF SEE ATTACHED FAD.		
100107		██████████
LLA :		
AG SEE ATTACHED FAD.		
100108		██████████
LLA :		
AH SEE ATTACHED FAD.		
100109		██████████
LLA :		
AJ SEE ATTACHED FAD.		
100110		██████████
LLA :		
AK SEE ATTACHED FAD.		
100111		██████████
LLA :		
AL SEE ATTACHED FAD.		
100112		██████████
LLA :		
AM SEE ATTACHED FAD.		
100113		██████████
LLA :		
AN SEE ATTACHED FAD.		
100114		██████████
LLA :		
AP SEE ATTACHED FAD.		
100115		██████████
LLA :		
AQ SEE ATTACHED FAD.		
100116		██████████
LLA :		
AR SEE ATTACHED FAD.		

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100117
LLA :
AS SEE ATTACHED FAD.

100118
LLA :
AT SEE ATTACHED FAD.

100119
LLA :
AU SEE ATTACHED FAD.

100120
LLA :
AV SEE ATTACHED FAD.

100121
LLA :
AW SEE ATTACHED FAD.

100122
LLA :
AX SEE ATTACHED FAD.

100123
LLA :
AY SEE ATTACHED FAD.

100124
LLA :
AZ SEE ATTACHED FAD.

100125
LLA :
BA SEE ATTACHED FAD.

100126
LLA :
BB SEE ATTACHED FAD.

100127
LLA :
BC SEE ATTACHED FAD.

300101
LLA :
AA SEE ATTACHED FAD.

300102
LLA :
AB SEE ATTACHED FAD.

300103
LLA :
AC SEE ATTACHED FAD.

300104
LLA :
AD SEE ATTACHED FAD.

300105
LLA :
AG SEE ATTACHED FAD.

300106
LLA :
AJ SEE ATTACHED FAD.

300107
LLA :
AK SEE ATTACHED FAD.

300108
LLA :
AL SEE ATTACHED FAD.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS

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

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

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

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

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

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

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

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

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

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

(a) Definition.

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

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

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ confidential business

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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

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requires the furnishing of confidential business information.

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

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

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

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(19) Contract Award Reports.

(20) Congressional Data Sheets.

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

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

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

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

- (1) Terminate the contract for default in accordance with FAR § 52.249-6 (“Termination (Cost-Reimbursement)”)(SEP 1996) or FAR § 52.249-8 (“Default (Fixed-Price Supply and Service”
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this contract and under Federal law.

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

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

H-7 TECHNICAL INSTRUCTIONS

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

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

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SECTION I CONTRACT CLAUSES

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

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

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

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

52.232-18 -- Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS)

Attachment No. 2 - CDRLs with Attachments

Attachment No. 2a - CDRL Attachment

Attachment No. 2b - CDRL Attachment

Attachment No. 2c - CDRL Attachment

Attachment No. 2c - CDRL Attachment

Attachment No. 3 - Contract Security Classification Specification (DD254)

Attachment No. 3a - Contract Security Classification Specification (DD254) Supporting Information

Attachment No. 3b - Contract Security Classification Specification (DD254) Supporting Information

Attachment 4 - Allotment of Funds Spreadsheet

Attachment 5 - Financial Accounting Data Sheet