

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE 29-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. 1300228536	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110	CODE N00039	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) Booz Allen Hamilton 8283 Greensboro Drive McLean VA 22102		[X]	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-NS10
			10B. DATED (SEE ITEM 13) 01-Oct-2006
CAGE CODE 17038	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

E. IMPORTANT: Contractor [] is not, [X] 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) [Redacted]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Jones, Contracting Officer	
15B. CONTRACTOR/OFFEROR [Redacted]	15C. DATE SIGNED 29-Sep-2011	16B. UNITED STATES OF AMERICA BY /s/Sandra Jones	16C. DATE SIGNED 29-Sep-2011
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to:

1.) Deobligate funds in the amount of \$136,555.00 as shown below in Table #2.

Accordingly, said Task Order is modified as follows:

2.) The total amount of funds obligated to the task is hereby decreased from \$2,533,949.00 by \$136,555.00 to \$2,397,394.00.

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
4401/11/BD	O&MN,N	237,559.00	(136,555.00)	101,004.00

3.) The total value of the order is hereby increased from \$4,006,524.00 by \$0.00 to \$4,006,524.00.

4.) Modify sections B and G accordingly.

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 1 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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
1001	Base Period: Labor for PWS (O&MN,N)	1.0 LO			\$764,866.00
100101	Incremental Funding - ACRN AA (O&MN,N)				
100102	Incremental Funding - ACRN AB (O&MN,N)				
1101	Option 1: Labor for PWS (O&MN,N)	1.0 LO			\$781,735.00
110101	Incremental Funding - ACRN AC (O&MN,N)				
110102	Incremental Funding - ACRN AD (O&MN,N)				
110103	Incremental Funding - ACRN AE (O&MN,N)				
110104	Incremental Funding - ACRN AF (O&MN,N)				
1201	Option 2: Labor for PWS (O&MN,N)	1.0 LO			\$799,772.00
120101	Incremental Funding - ACRN AG (O&MN,N)				
120102	Incremental Funding - ACRN AH (O&MN,N)				
120103	Incremental Funding - ACRN AJ (O&MN,N)				
120104	Incremental Funding - ACRN AK (O&MN,N)				
4301	Option 3: Labor for PWS (O&MN,N)	1.0 LO			\$818,411.00
430101	Incremental				

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 2 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Funding - ACRN AL
(O&MN,N)

430102 Incremental
Funding - ACRN AM
(O&MN,N)

430103 Incremental
Funding - ACRN AM
(O&MN,N)

430104 Incremental
Funding - ACRN AN
(O&MN,N)

430105 Incremental
Funding - ACRN AP
(O&MN,N)

430106 Incremental
Funding - ACRN AQ
(O&MN,N)

4401	Option 4: Labor for PWS (O&MN,N)	1.0 LO			\$837,740.00
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440101 Incremental
Funding - ACRN AR
(O&MN,N)

440102 Incremental
Funding - ACRN AT
(O&MN,N)

440103 Incremental
Funding - ACRN AU
(O&MN,N)

440104 Incremental
Funding - ACRN AV
(O&MN,N)

440105 Incremental
Funding - ACRN AX
(O&MN,N)

440106 Incremental
Funding - ACRN AY
(O&MN,N)

440107 Incremental
Funding - ACRN AZ
(O&MN,N)

440108 Incremental
Funding - ACRN BA
(O&MN,N)

440109 Incremental
Funding - ACRN BB
(O&MN,N)

440110 Incremental
Funding - ACRN BC

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 3 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(O&MN,N)

440111 Incremental
Funding - ACRN BD
(Deob' 136,555
per mod 30/ PR#
1300228536)
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6401	Option 4: ODCs for PWS		\$4,000.00
640101	Incremental Funding - ACRN AS (O&MN,N)	1.0 LO	\$2,000.00
640102	Incremental Funding - ACRN AW (O&MN,N)	1.0 LO	\$2,000.00

B-1 ADDITIONAL SLINS

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

B-2 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (5252.216-9201)

The fixed fee for work performed under this contract is See Table Below, provided that not less than See Table Below staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than See Table Below, staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to See Table Below, percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

CLIN/HOURS/FIXED FEE RATE/FIXED FEE AMOUNT

1001/13,723/
1101/13,723/
1201/13,723/
4301/13,723/
4401/13,723/



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

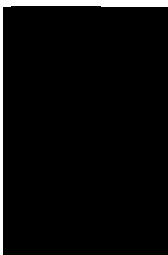
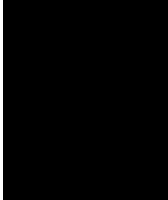
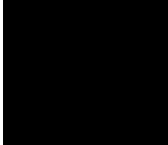
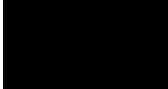
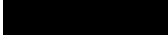
(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 4 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------







contract entitled "Fixed Fee", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

1001 / 
1101 / 
1201 / 
4301 / 
4401 / 

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

ITEM(S) / ALLOTTED TO COST / PERIOD OF PERFORMANCE

1001  / 01 OCT 2006 - 30 SEP 2007
1101 / \$  01 OCT 2007 - 30 APR 2008
1201 /  01 OCT 2008 - 31 MAY 2009
4301  / 01 OCT 2009 - 31 AUG 2010
4401  / 01 OCT 2010 - 30 APR 2011
6401 /  / 01 OCT 2010 - 31 MAY 2011

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 5 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(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 TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
 - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
 - ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 6 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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 CONFIDENTIAL.

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

(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)

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 7 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(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-6 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001) (SPAWAR C-718)

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

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 task order 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 task order 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 task order, the Government will have the rights and remedies contained in the task order.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 8 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 9 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 10 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN – DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

Base:

1001 10/1/2006 – 9/30/2007

Option 1:

1101 10/1/2007 – 9/30/2008

Option 2:

1201 10/1/2008 – 9/30/2009

Option 3:

4301 10/1/2009 – 9/30/2010

Option 4:

4401 10/1/2010 – 9/30/2011

6401 10/1/2010 – 9/30/2011

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

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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 11 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 10th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

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

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

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

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

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

G-4 INVOICES

See basic contract.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

[REDACTED]

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 12 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

[REDACTED]

G-6 TASK ORDER MANAGER (TOM)

[REDACTED]

4301 PACIFIC HWY
SAN DIEGO, CA 92110-3127

[REDACTED]

G-7 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for services rendered under this N00178-05-D-4663 Task Order NS01 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 and selecting option 2. 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>. WAWF Vendor "Quick Reference" Guides are located at the following web site:

http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_o_verview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC	S2404A
Inspector/Acceptor DODAAC	N00039
Inspector/Acceptor Contact Information	[REDACTED]
COR/TOM Contact Information	[REDACTED]
DCAA Auditor DoDAAC **:	HAA47F
Service Approver DoDAAC **:	S2404A

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS10	30	14 of 28	

AA SEE FAD

MOD 04 Funding 20000.00
Cumulative Funding 313000.00

MOD 05

100101 12568.00

LLA :

AA SEE FAD

100102 17460.00

LLA :

AB SEE FAD

MOD 05 Funding 30028.00
Cumulative Funding 343028.00

MOD 06

110101 24500.00

LLA :

AC See FAD Sheet

MOD 06 Funding 24500.00
Cumulative Funding 367528.00

MOD 07

100101 (35000.00)

LLA :

AA SEE FAD

MOD 07 Funding -35000.00
Cumulative Funding 332528.00

MOD 08

110101 16125.00

LLA :

AC See FAD Sheet

110102 35000.00

LLA :

AD See FAD Sheet

110103 69841.00

LLA :

AE See FAD Sheet

MOD 08 Funding 120966.00
Cumulative Funding 453494.00

MOD 09

110101 121875.00

LLA :

AC See FAD Sheet

MOD 09 Funding 121875.00
Cumulative Funding 575369.00

MOD 10

110101 108333.00

LLA :

AC See FAD Sheet

MOD 10 Funding 108333.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS10	30	15 of 28	

Cumulative Funding 683702.00

MOD 11

110104 89167.00
LLA :
AF SEE FAD

MOD 11 Funding 89167.00
Cumulative Funding 772869.00

MOD 12

120101 29729.00
LLA :
AG SEE FAD

MOD 12 Funding 29729.00
Cumulative Funding 802598.00

MOD 13

120101 160808.00
LLA :
AG SEE FAD

120102 99526.00
LLA :
AH SEE FAD

MOD 13 Funding 260334.00
Cumulative Funding 1062932.00

MOD 14

120103 74886.00
LLA :
AJ SEE FAD

MOD 14 Funding 74886.00
Cumulative Funding 1137818.00

MOD 15

120104 13000.00
LLA :
AK SEE FAD

MOD 15 Funding 13000.00
Cumulative Funding 1150818.00

MOD 16

120101 21248.00
LLA :
AG SEE FAD

120102 96687.00
LLA :
AH SEE FAD

MOD 16 Funding 117935.00
Cumulative Funding 1268753.00

MOD 17

430101 75789.00
LLA :
AL 1701804 5T1M 252 00039 0 050120 2D 000000 Cost Code: 000000175467

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS10	30	16 of 28	

MOD 17 Funding 75789.00
Cumulative Funding 1344542.00

MOD 18 Funding 0.00
Cumulative Funding 1344542.00

MOD 19

430102 7510.00
LLA :
AM 1701804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000336354

MOD 19 Funding 7510.00
Cumulative Funding 1352052.00

MOD 20

430103 216577.00
LLA :
AM 1701804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000336354
CIN 130014133100002

MOD 20 Funding 216577.00
Cumulative Funding 1568629.00

MOD 21

430104 1300163426 192008.00
LLA :
AN 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000480701
CIN 130016342600001

MOD 21 Funding 192008.00
Cumulative Funding 1760637.00

MOD 22

430105 1300168379 25703.00
LLA :
AP 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000509827
CIN 130016837900001

430106 1300168379 89400.00
LLA :
AQ 97X4930 NH3P 252 77777 0 050120 2D 000000 COST CODE: A10000509827
CIN 130016837900002

MOD 22 Funding 115103.00
Cumulative Funding 1875740.00

MOD 23 Funding 0.00
Cumulative Funding 1875740.00

MOD 24

440101 1300184984 49567.00
LLA :
AR 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000615660
CIN 130018498400001

440102 1300184984 82544.00
LLA :
AT 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A20000615660
CIN 130018498400003

640101 1300184984 2000.00
LLA :
AS 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000615660
CIN 130018498400002

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS10	30	17 of 28	

MOD 24 Funding 134111.00
Cumulative Funding 2009851.00

MOD 25

440103 1300188978 11000.00
LLA :
AU 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000640659
CIN 130018897800001

440104 1300188978 21000.00
LLA :
AV 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A20000640659
CIN 130018897800003

640102 1300188978 2000.00
LLA :
AW 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000640659
CIN 130018897800002

MOD 25 Funding 34000.00
Cumulative Funding 2043851.00

MOD 26

440105 1300191822 68000.00
LLA :
AX 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000659820
CIN 130019182200001

440106 1300191822 121000.00
LLA :
AY 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000659820
CIN 130019182200002

MOD 26 Funding 189000.00
Cumulative Funding 2232851.00

MOD 27

440107 1300198439 13000.00
LLA :
AZ 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000707303
CIN 130019843900001

440108 1300198439 22000.00
LLA :
BA 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000707303
CIN 130019843900002

MOD 27 Funding 35000.00
Cumulative Funding 2267851.00

MOD 28

440109 1300205840 19000.00
LLA :
BB 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000757064
CIN 130020584000001

440110 1300205840 9539.00
LLA :
BC 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000757064
CIN 130020584000002

MOD 28 Funding 28539.00
Cumulative Funding 2296390.00

MOD 29

440111 1300210240 237559.00
LLA :

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 18 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

BD 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000784016
CIN 130021024000001

MOD 29 Funding 237559.00
Cumulative Funding 2533949.00

MOD 30

440111 1300210240 (136555.00)

LLA :

BD 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000784016
CIN 130021024000001

MOD 30 Funding -136555.00
Cumulative Funding 2397394.00

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 19 of 28	FINAL
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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 (RESTATED FROM BASIC CONTRACT)

The following clause restates the Data Rights clause in the basic contract. The requirements of this clause are invoked for this task order:

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 20 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:

(a) patent or pending patent application number;

(b) title of the patent or pending patent application;

(c) issue date of the patent, or filing date of the pending patent application;

(d) the Item, Component, Process, Technical Data, Computer Software or Computer

Software Documentation that will include or disclose the background invention;

(e) the nature of the Contractor's right, title or interest in the background invention;

(f) if the Government or any third part has any right, title or interest in the background invention; and

(g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

H-3 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 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 NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 21 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 22 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

H-4 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

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

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

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

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

H-5 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-6 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,

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS10	30	23 of 28	

electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 24 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

H-7 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

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

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

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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 25 of 28	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 _____

(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-8 TECHNICAL INSTRUCTIONS

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 26 of 28	FINAL
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(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

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

H-9 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING NAVY ENTERPRISE RESOURCE PLANNING (ERP) MANAGEMENT SYSTEM (JAN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing any Navy ERP System, contractor personnel shall contact the applicable Navy, Marine Corps Internet (NMCI), Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homport website at: https://nmcicustomerreporting/CTR_Lookup/index.asp Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role required via the Contracting Officers Representative or Task Order Manager (COR/TOM) to the Competency Role Mapping POC. The COR/TOM will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) For this procedure, reference to the COR/TOM shall mean the PCO for contracts that do not have a designated COR/TOM. For directions on completing the SF85P, the contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) For DoD Information Assurance Awareness training, please use this site:

<http://iase.disa.mil/index2.html>

DIRECTIONS: On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 27 of 28	FINAL
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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.

I-2 CLAUSES INCORPORATED BY REFERENCE

52.232-18 - Availability of Funds (Apr 1984)

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS10	AMENDMENT/MODIFICATION NO. 30	PAGE 28 of 28	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS)

Attachment No. 2 - CDRLs with Attachments

CDRL MSR Attachment No. 1

CDRL MSR Attachment No. 2

CDRL MSR Attachment No. 3

Attachment No. 3 - Updated Contract Security Classification Specification (DD254), dated 18 September 2009

Attachment No. 4 - Financial Accounting Data Sheet

Attachment No. 5 - Financial Accounting Data Sheet - Modification No. 01

Attachment No. 6 - Financial Accounting Data Sheet - Modification No. 02

Attachment No. 7 - Financial Accounting Data Sheet - Modification No. 03

Attachment No. 8 - Financial Accounting Data Sheet - Modification No. 04

Attachment No. 9 - Financial Accounting Data Sheet - Modification No. 05

Attachment No. 10 - Financial Accounting Data Sheet - Modification No. 06

Attachment No. 11 - Financial Accounting Data Sheet - Modification No. 07

Attachment No. 12 - Financial Accounting Data Sheet - Modification No. 08

Attachment No. 13 - Financial Accounting Data Sheet - Modification No. 09

Attachment No. 14 - Financial Accounting Data Sheet - Modification No. 10

Attachment No. 15 - Financial Accounting Data Sheet - Modification No. 11

Attachment No. 16 - Financial Accounting Data Sheet - Modification No. 12

Attachment No. 17 - Financial Accounting Data Sheet - Modification No. 13

Attachment No. 18 - Financial Accounting Data Sheet - Modification No. 14

Attachment No. 19 - Financial Accounting Data Sheet - Modification No. 15

Attachment No. 20 - Financial Accounting Data Sheet - Modification No. 16

Performance Work Statement

Workforce Programs Management Support

1.0 Introduction

The SPAWAR Workforce Programs Office, Code 00A-13 is acquiring Program Management support services to assist in the Human Resources (HR) management functions at the Space and Naval Warfare Systems Command that impact employees across Team SPAWAR.

2.0 Background

The SPAWAR Workforce Programs Office is tasked with supporting the Commander and Deputy Commander, Space and Naval Warfare Systems Command (SPAWAR), by identifying, proposing and implementing HR processes, policies and directives that will ensure commonality across Team SPAWAR. Additionally, the Office provides support to Commander/Deputy Commander SPAWAR for executive resource management; total workforce initiatives; development and implementation of National Security Personnel System (NSPS) governance structure, functional classification, compensation, performance management and workforce shaping policies and delegation of authority to activities within Team SPAWAR.

3.0 Scope

The objective of this Task Order is for the Contractor to provide support to the SPAWAR Workforce Programs Office, including analysis of personnel data; supporting SES candidate evaluations; managing and maintaining personnel statistics; assisting in disciplinary case analyses and recommendations, researching, advising on, reviewing, and preparing draft and final personnel policies and procedures and instructions consistent with Federal Civilian Personnel laws and regulations; providing technical reviews and management and employee briefing materials and training on National Security Personnel System regulations, Department of Defense implementing issuances and Department of the Navy Civilian Human Resources Manual guidelines for local governance issues. Assist with the preparation of workforce communications regarding a variety of HR related issues and NSPS specific website design and maintenance.

4.0 Applicable Directives/Documents

The Contractor shall adhere to the following documents in accordance with Performance Requirements, paragraph 5.0:

Document Type	No./Version	Title	Date
SPAWARINST	5721.1	SPAWAR Section 508 Implementation Policy	18 Jan 2002
SECNAVINST	5216.5D	Department of the Navy Correspondence Manual	28 May 1998
DODINST	1400.25-M	Civilian Personnel Manual	1 Dec 1996
DONCHRM		Civilian Human Resources Manual	17 Jan 2003
Federal Register	Vol. 70 No. 210	DOD HR Management & LR System	1 Nov 2005
5 CFR	Ch. XCIX & Part 9901	DOD HR Management & LR System	1 Nov 2005

5.0 Performance Requirements

The Contractor shall perform the following tasks in accomplishing the requirements of this Task Order (TO). Additionally, the contractor shall provide the necessary timely assistance to meet program emergent requirements as requested by the Program Manager or other properly designated authority.

5.1 Human Resources Support (O&MN)

5.1.1 The Contractor shall provide analysis and documentation on personnel data and procedures. All documentation shall be prepared in the format prescribed by the requester, be accurate, complete and free of grammatical, typographical and spelling errors, and delivered by the required delivery date 95% of the time.

5.1.2 The Contractor shall document classification policies and procedures and coordinate them with the HR Manager before finalizing them. All policies and procedures shall be prepared in the format prescribed by the requester, be accurate, complete and free of grammatical, typographical and spelling errors, and delivered by the required delivery date 95% of the time.

5.1.3 The Contractor will assist in the preparation of position descriptions for Senior Executive Service (SES) employees after coordination with the respective Codes and the HR Manager. Position descriptions shall be written in the format provided by the HR Manager, be free of

grammatical, typographical and spelling errors, and delivered to the requester by the required delivery date.

5.1.4 The Contractor shall provide software tools for SES candidate evaluations. The software tools shall be keyed to the candidate evaluation criteria and record individual and aggregate scores by criteria. The tools shall be available for use within 30 days after placement of the Task Order.

5.1.5 The Contractor shall collect and analyze historical and current personnel information using contractor developed software tools created from MS Office (Word, Excel, PowerPoint and Access) software. The Contractor shall analyze personnel information on a monthly basis, or as requested, and provide the analyses to the HR Manager in the format and within the timeframe agreed upon. Contractor software tools developed in the course of this task shall remain the property of SPAWAR.

5.1.6 The Contractor shall collect personnel statistics and display them on graphs, tables, queries, forms and reports. Analysis of the statistics, including various types of personnel data, shall be provided to the HR Manager within three days of the request 95% of the time.

5.1.7 The Contractor shall produce and maintain briefings and documentation depicting personnel statistics and data analysis. Briefings and documentation shall be provided to the requester with five days of the request, or an earlier time period agreed to between the parties.

5.1.8 The contractor shall prepare disciplinary and performance-based case analyses and draft associated written proposals and decisions. All analyses and other documentation shall be prepared in the format prescribed by the requester, be accurate, complete and free of grammatical, typographical and spelling errors, and delivered by the required delivery date 95% of the time

5.1.9 The Contractor shall draft management summaries and recommendations for all performance management reconsideration requests. The summaries and recommendations shall be provided to the HR Manager, or other proper authority, within five days of the request 95% of the time.

5.1.10 The Contractor shall prepare written analysis to include management considerations of reconsideration request fact-finding reports. Analyses shall be provided to the HR Manager, or other proper authority within two days of completing the analysis 95% of the time.

5.1.11 The Contractor shall solicit input from the 00A-13 staff, research and make written recommendations for 00A-13 personnel policies, standard operating procedures and associated written products, such as recommended drafts of award nominations, HR instructions and formal responses to HR inquiries. All written products shall be prepared in the format prescribed by the requester, be accurate, complete and free of grammatical, typographical and spelling errors, and delivered by the required delivery date 95%. All official correspondence shall be prepared in accordance with SECNAVINST 5216.5D.

5.1.12 The Contractor shall review and research NSPS proposed policies and research and make written recommendations for 00A-13, standard operating procedures and associated written products for 00A-13, such as HR instructions and formal responses to requests for reviews generated by the Department of the Navy. In addition, the contractor shall draft and prepare final workforce notifications concerning a variety of workforce matters, including, but not limited to communications on NSPS. All written products shall be prepared in the format prescribed by the requester, be accurate, complete and free of grammatical, typographical and spelling errors, and delivered by the required delivery date 95%. All official correspondence shall be prepared in accordance with SECNAVINST 5216.5D.

5.1.13 The Contractor shall manage, maintain and update the HR Director's schedule and confirm all pertinent commitments including travel, meetings, vacation, and action due dates as appropriate. The HR Director's schedule shall be updated within 30 minutes of notification of an event as directed by an authorized individual.

5.1.14 The Contractor shall coordinate HR Director special events, meetings, conferences, forums, and work groups as directed by the HR Director. The Contractor shall take minutes, notify participants, provide agendas, directions, and arrange for appropriate equipment/services within 24 hours of the request. These events shall be planned, coordinated and executed with no cancelled event, meeting, conference, forum, or work group cancelled due to poor planning.

5.1.15 The Contractor shall track all HR initiatives assigned to the HR Director, updating the action tracker daily to accurately reflect the initiative status. The Contractor shall submit an

initiative status report on a weekly basis to the HR Director, no later than close of business on the last business day of the week.

5.1.16 The Contractor shall collect, analyze and display EEO and diversity related statistics and demographics, and prepare written reports, summaries, narratives and briefings for SPAWAR HQ and all service customers within Team SPAWAR.

5.1.17 The Contractor shall produce, maintain and update presentations, charts, graphs and access database queries on a monthly basis.

5.1.18 The Contractor shall utilize DON and EEOC program formats to generate documents and reports. Completed products shall be provided to the CDEEO within 3 days of the request 95% of the time, and be 99% error free.

5.1.19 The Contractor shall provide administrative oversight on all NSPS related training to include course announcements, registration and roster maintenance, liaison with the course instructors, classroom setup and break down, organization of materials and opening remarks for each class.

5.1.20 The Contractor shall establish and course files that contain evaluations, course check-off sheet, copy of statement of work and vendor comparisons and course announcement. All documentation shall be prepared in the format required by the requester, be accurate, complete and free of grammatical, typographical and spelling errors.

5.1.21 The Contractor shall provide general receptionist and clerical support to the Training Office with regards to answering phones, providing customer assistance and other clerical duties as assigned by the requester.

5.1.22 The Contractor shall provide database administration of SPAWAR Headquarters' (and sub activities) Incentive Awards Program. The Contractor shall assist in the coordination of on-site award ceremonies, ordering of award artifacts and certificates and preparing associated correspondence

5.1.23 The Contractor shall participate in command sponsored training, as assigned, to include Lean Six Sigma, HPO, Team Building and organizational development. This training would be on a space available basis and not result in additional cost to the government.

6.0 Deliverables The Contractor shall provide the following deliverables in accordance with the timeframes specified.

Deliverable:	Due Date:
Monthly Progress Report	By the 15th day following end of month.
Technical Materials & Briefing Reports	By the Agreed Upon Date

7.0 Technical and Financial Point of Contact

The Government Technical Point of Contact for this Task Order is: Pam Field, Code 00A-13, (619) 553-6951, email: pamela.field@navy.mil. The Government Financial Point of Contact for this Task Order is: Dee Ambrose, Code 01BFM, (619) 524-7852, email: dee.ambrose@navy.mil

8.0 Government Furnished Property

The Government will provide property, information, and/or material for the performance of this Task Order, including NMCI seat for performance of duties

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

Only SPAWAR 00A-13 office equipment will be used.

9.0 NAVY MARINE CORPS INTRANET (NMCI)

The nature of this task does not require contractors to procure NMCI seats for personnel working at the Contractor site.

10.0 Security Requirements

The nature of this task requires access to (Confidential) information. The work performed by the Contractor may include access to (Confidential) data, information, and spaces. The Contractor may be required to attend meetings classified at (Confidential) level.

Note: If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the SSC SD foreign travel team, OTC2, Room 1656 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1

Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure.

11.0 Best Practices

Work performed by the Contractor will support SPAWAR command-level "best practices" principles. As applicable to this tasking, the Contractor will include "best practices" principles during the Contractor's in house training and review and approval process; and support the command wide implementation process.

12.0 Workload Estimate

The following workload data is provided for informational purposes only to assist you in estimating the price of this Task Order. It, in no way, suggests that this is the effort required by this Task Order, or what you should propose to perform this work as defined.

Labor hours = approximately 14,000 labor hours for (7) full time contractors

Other Direct Costs = 0

Travel = 0