

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 03-Jun-2011	4. REQUISITION/PURCHASE REQ. NO. 1300206975	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 [REDACTED]	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		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-NS11
		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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Allotment of Funds (5252.232-9200)(JAN 1989)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Jones, Contracting Officer	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 03-Jun-2011	16B. UNITED STATES OF AMERICA BY /s/Sandra Jones (Signature of Contracting Officer)	16C. DATE SIGNED 03-Jun-2011

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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to:

1. Transfer unused total labor ceiling dollars in the amount of \$139,559 (Est Cost: \$130,034.24, Fixed Fee: \$9,524.76) and the proportionate labor hours (1,815) from labor CLIN 4301 to labor CLIN 4401.

2. Provide incremental funding in the amount of \$1,251,887.00

Accordingly, said Task Order is modified as follows:

1. The total amount of funds obligated to the task is hereby increased from \$12,850,383.00 by \$1,251,887.00 to \$14,102,270.00.

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
440110/BB	O&MN,N	0.00	685,411.00	685,411.00
440111/BC	O&MN,N	0.00	308,038.00	308,038.00
440112/BD	O&MN,N	0.00	258,438.00	258,438.00

2. The total value of the order is hereby increased from \$14,433,655.00 by \$0.00 to \$14,433,655.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4301	3,238,610.00	(139,559.00)	3,099,051.00
4401	3,035,833.00	139,559.00	3,175,392.00

3. Transferring unused total labor ceiling dollars in the amount of \$139,559 (Est Cost: \$130,034.24, Fixed Fee: \$9,524.76) and the proportionate labor hours (1,815) from labor CLIN 4301 to labor CLIN 4401 as follows:

CLIN	Fixed Fee Rate		
4301			
	Cost	Fixed Fee	Total
From			\$ 3,238,610.00
By			\$ (139,559.00)
To			\$ 3,099,051.00

CLIN	Fixed Fee Rate		
4401			
	Cost	Fixed Fee	Total
From			\$ 3,035,833.00

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

By		\$ 139,559.00
To		\$ 3,175,392.00

LABOR HOURS AND FEE

From:

CLIN 4301

	Fixed Fee	Total Direct Labor Hours
From		42,142
By		(1,815)
To		40,327
		Fee per DLH \$

CLIN 4401

	Fixed Fee	Total Direct Labor Hours
From		37,968
By		1,815
To		39,783
		Fee per DLH \$

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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 1 of 33	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	Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement and Attachment Number 2 Contract Data Requirements List (CDRL). (O&MN,N)	1.0 Lot			\$2,356,315.00
100101	ACRN AA (O&MN,N)				
100102	ACRN AB (O&MN,N)				
100103	ACRN AC (O&MN,N)				
1101	Option I - Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Sataement (PWS) and Attachment Number 2 Contract Data Requirements List (CDRL). (O&MN,N)	1.0 Lot			\$2,828,918.00
110101	Incremental Funding - ACRN AD (O&MN,N)				
110102	Incremental Funding - ACRN AE (O&MN,N)				
110103	Incremental Funding - ACRN AF (O&MN,N)				
1201	Option II - Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement (PWS) and Attachment Number 2 Contract Data Requirements	1.0 Lot			\$2,748,979.00

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 2 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

List (CDRL).
(O&MN,N)

120101 Incremental
Funding - ACRN AG
(O&MN,N)

120102 Incremental
Funding - ACRN AH
(O&MN,N)

120103 Incremental
Funding - ACRN AJ
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	ODC and Travel Estimated Cost (TBD). (O&MN,N)	1.0 Lot	\$45,000.00
300101	Incremental Funding - ACRN AA (O&MN,N)		
3101	Option I - ODC and Travel Estimated Cost (TBD). (O&MN,N)	1.0 Lot	\$45,000.00
310101	Incremental Funding - ACRN AD (O&MN,N)		
310102	Incremental Funding - ACRN AE (O&MN,N)		
3201	Option II - ODC and Travel Estimated Costs (TBD). (O&MN,N)	1.0 Lot	\$45,000.00
320101	Incremental Funding - ACRN AG (O&MN,N)		

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4301	Option III - Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement (PWS)	1.0 Lot			\$3,099,051.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS11	28	3 of 33	

and Attachment
Number 2 Contract
Data Requirements
List (CDRL).
(O&MN,N)

430101 Incremental
Funding - ACRN AK
(O&MN,N)

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

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

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

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

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

430107 Incremental
Funding - ACRN AQ
(O&MN,N)

430108 Incremental
Funding - ACRN AR
(O&MN,N)

4401	Option IV - Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement (PWS) and Attachment Number 2 Contract Data Requirements List (CDRL). (O&MN,N)	1.0 Lot			\$3,175,392.00
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440101 Incremental
Funding - ACRN AS
(O&MN,N)

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

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

440104 Incremental

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 4 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Funding - ACRN AV
(O&MN,N)

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

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

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

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

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

440110 Incremental
Funding - ACRN BB
(O&MN,N)

440111 Incremental
Funding - ACRN BC
(O&MN,N)

440112 Incremental
Funding - ACRN BD
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6301	Option III - ODC and Travel Estimated Costs (TBD). (O&MN,N)	1.0	Lot	\$45,000.00
630101	Incremental Funding - ACRN AK (O&MN,N)			
630102	Incremental Funding - ACRN AL (O&MN,N)			
6401	Option IV - ODC and Travel Estimated Costs (TBD). (O&MN,N)	1.0	Lot	\$45,000.00
640101	Incremental Funding - ACRN AS (O&MN,N)			
640102	Incremental Funding - ACRN AV			

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 5 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(O&MN , N)

B-1 ADDITIONAL SLINS

Additional SLINs may be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that may 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 [Contracting officer insert the negotiated fixed fee amount], provided that not less than TABLE BELOW [Contracting officer insert negotiated number of hours] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than TABLE BELOW [Contracting officer insert negotiated number of hours] 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 [REDACTED] 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.

The original fee rate per hour prior to Mod 14 is as specified below:

CLIN / FIXED FEE / TOTAL DIRECT LABOR HOURS / FEE PERCENTAGE

1001 /	[REDACTED]	/ 36,540 /	[REDACTED]
1101 /	[REDACTED]	39,396 /	[REDACTED]
1201 /	[REDACTED]	37,968 /	[REDACTED]
4301 /	[REDACTED]	37,967 /	[REDACTED]
4401 /	[REDACTED]	/ 37,968 /	[REDACTED]

The revised fee rate per hour after Mod 14 is as specified below:

CLIN / FIXED FEE / TOTAL DIRECT LABOR HOURS / FEE PER DIRECT LABOR HOUR

1001 /	[REDACTED]	35,111	[REDACTED]
1101 /	[REDACTED]	39,396	[REDACTED]
1201 /	[REDACTED]	39,397	[REDACTED]
4301 /	[REDACTED]	/ 37,967	[REDACTED]
4401 /	[REDACTED]	/ 37,968	[REDACTED]

The revised fee rate per hour after Mod 20 is as specified below:

CLIN / FIXED FEE / TOTAL DIRECT LABOR HOURS / FEE PER DIRECT LABOR HOUR

1001	[REDACTED]	/ 33,667 /	[REDACTED]
1101 /	[REDACTED]	39,192 /	[REDACTED]
1201 /	[REDACTED]	36,870 /	[REDACTED]
4301 /	[REDACTED]	/ 42,142 /	[REDACTED]
4401 /	[REDACTED]	/ 37,968 /	[REDACTED]

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 6 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The revised fee rate per hour after Mod 28 is as specified below:

CLIN / FIXED FEE / TOTAL DIRECT LABOR HOURS / FEE PER DIRECT LABOR HOUR

1001 / [REDACTED] 33,667 / [REDACTED]

1101 / [REDACTED] / 39,192 / [REDACTED]

1201 / [REDACTED] 36,870 / [REDACTED]

4301 / [REDACTED] / 40,327 / [REDACTED]

4401 / [REDACTED] / 39,783 / [REDACTED]

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

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

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

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee]

ITEM(S) / ALLOTTED TO FIXED FEE

1001 / [REDACTED]
1101 / [REDACTED]
1201 / [REDACTED]
4301 / [REDACTED]
4401 / [REDACTED]

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

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended]

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

1001 / [REDACTED] 01 OCT 2006 - 30 SEP 2007
1101 / [REDACTED] 01 OCT 2007 - 30 SEP 2008
1201 / [REDACTED] 01 OCT 2008 - 01 SEP 2009
3001 / [REDACTED] 01 OCT 2006 - 30 SEP 2007
3101 / [REDACTED] 01 OCT 2007 - 30 SEP 2008
3201 / [REDACTED] 01 OCT 2008 - 30 SEP 2009
4301 / [REDACTED] / 01 OCT 2009 - 31 AUG 2010
6301 / [REDACTED] / 01 OCT 2009 - 31 MAR 2010
4401 / [REDACTED] / 01 OCT 2010 - 31 AUG 2011
6401 / [REDACTED] 01 OCT 2010 - 31 JAN 2011

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS11	28	7 of 33	

(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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 8 of 33	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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 9 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

iii.

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

(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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 10 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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)

X 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.

C-7 KEY PERSONNEL (DEC 1999)(SPAWAR C-325)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 11 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 90 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 90 day period, all proposed substitutions must be submitted in writing, at least thirty (30) days in advance of the proposed substitutions, to the Contracting Officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME CONTRACT LABOR CATEGORY

[REDACTED]

[REDACTED]

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 12 of 33	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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 13 of 33	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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 14 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

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

BASE PERIOD:

1001 1 October 2006 through 30 September 2007
3001 1 October 2006 through 30 September 2007

OPTION 1:

1101 1 October 2007 through 30 September 2008
3101 1 October 2007 through 30 September 2008

OPTION II:

1201 1 October 2008 through 30 September 2009
3201 1 October 2008 through 30 September 2009

OPTION III:

4301 October 2009 through 30 September 2010
6301 1 October 2009 through 30 September 2010

OPTION IV:

4401 1 October 2010 through 30 September 2011
6401 1 October 2010 through 30 September 2011

The period of performance for the following option items are from the date the option is exercised 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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 15 of 33	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 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 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 task order.

G-4 INVOICES

See basic contract.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Code: SPAWAR 2.0B
Address: 4301 Pacific Highway, San Diego CA 92110

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 16 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

G-6 AVAILABILITY OF FUNDS (APR 1984) (FAR 52.232-18)

Funds are not presently available for this task order. The Government's obligation under this task order 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 task order and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

G-7 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

COR:

Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110

Alternate Task Order Manager:

Space and Naval Warfare Systems Command
4301 Pacific Highway
San Diego, CA 92110

G-8 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for services rendered under this N00178-04-D-4024 Task Order NS11 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_overview/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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 17 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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
PAY DODAAC	HQ0338

* Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

** Only applies to cost vouchers.

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below in the email address blocks. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Tammy Strayhorn	tammy.strayhorn@navy.mil	(858) 537-8743	COR/Receiver/Acceptor

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Accounting Data
SLINID  PR Number      Amount
-----
100101                170000.00
LLA :
AA SEE FAD

300101                12137.00
LLA :
AA See FAD

BASE Funding 182137.00
Cumulative Funding 182137.00

MOD 01

100101                369559.00
LLA :
AA SEE FAD

MOD 01 Funding 369559.00
Cumulative Funding 551696.00

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CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS11	28	18 of 33	

MOD 02

100101 551696.00
LLA :
AA SEE FAD

100102 200000.00
LLA :
AB SEE FAD

MOD 02 Funding 751696.00
Cumulative Funding 1303392.00

MOD 03

100101 301696.00
LLA :
AA SEE FAD

100103 250000.00
LLA :
AC See FAD

MOD 03 Funding 551696.00
Cumulative Funding 1855088.00

MOD 05

100101 510144.00
LLA :
AA SEE FAD

300101 (6000.00)
LLA :
AA See FAD

MOD 05 Funding 504144.00
Cumulative Funding 2359232.00

MOD 06

110101 179000.00
LLA :
AD See FAD Sheet

310101 5000.00
LLA :
AD See FAD Sheet

MOD 06 Funding 184000.00
Cumulative Funding 2543232.00

MOD 07

110102 549900.00
LLA :
AE SEE FAD

310102 35100.00
LLA :
AE SEE FAD

MOD 07 Funding 585000.00
Cumulative Funding 3128232.00

MOD 08

110101 674263.00
LLA :
AD See FAD Sheet

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS11	28	19 of 33	

110102 726837.00
LLA :
AE SEE FAD

110103 125000.00
LLA :
AF SEE FAD

310102 (30000.00)
LLA :
AE SEE FAD

MOD 08 Funding 1496100.00
Cumulative Funding 4624332.00

MOD 09

100101 3220.00
LLA :
AA SEE FAD

110101 213737.00
LLA :
AD See FAD Sheet

110102 149940.00
LLA :
AE SEE FAD

110103 125000.00
LLA :
AF SEE FAD

300101 (3220.00)
LLA :
AA See FAD

MOD 09 Funding 488677.00
Cumulative Funding 5113009.00

MOD 10

110101 72658.00
LLA :
AD See FAD Sheet

110102 12583.00
LLA :
AE SEE FAD

310101 (1549.00)
LLA :
AD See FAD Sheet

310102 (2583.00)
LLA :
AE SEE FAD

MOD 10 Funding 81109.00
Cumulative Funding 5194118.00

MOD 11

120101 235291.00
LLA :
AG SEE FAD

310101 1000.00
LLA :
AD See FAD Sheet

320101 5000.00
LLA :
AG SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS11	28	20 of 33	

MOD 11 Funding 241291.00
Cumulative Funding 5435409.00

MOD 12

120101 868196.00
LLA :
AG SEE FAD

120102 953800.00
LLA :
AH SEE FAD

MOD 12 Funding 1821996.00
Cumulative Funding 7257405.00

MOD 13

120101 95326.00
LLA :
AG SEE FAD

120103 5200.00
LLA :
AJ SEE FAD

320101 5000.00
LLA :
AG SEE FAD

MOD 13 Funding 105526.00
Cumulative Funding 7362931.00

MOD 14

120101 620871.00
LLA :
AG SEE FAD

120102 94375.00
LLA :
AH SEE FAD

MOD 14 Funding 715246.00
Cumulative Funding 8078177.00

MOD 15

430101 495562.00
LLA :
AK 1701804 5T1M 252 00039 0 050120 2D 000000 COST CODE: 000000175274

630101 5000.00
LLA :
AK 1701804 5T1M 252 00039 0 050120 2D 000000 COST CODE: 000000175274

MOD 15 Funding 500562.00
Cumulative Funding 8578739.00

MOD 16

120101 (124080.00)
LLA :
AG SEE FAD

320101 (2800.00)
LLA :
AG SEE FAD

MOD 16 Funding -126880.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS11	28	21 of 33	

Cumulative Funding 8451859.00

MOD 17

430102 73959.00
 LLA :
 AL 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000335370
 430103 176322.00
 LLA :
 AM 1701804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000335370

MOD 17 Funding 250281.00
 Cumulative Funding 8702140.00

MOD 18

430104 1300141182-0001 746968.00
 LLA :
 AL 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000335370
 CIN 130014118200003
 630102 1300141182-0001 5000.00
 LLA :
 AL 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000335370
 CIN 130014118200003

MOD 18 Funding 751968.00
 Cumulative Funding 9454108.00

MOD 19

430105 1300156829 1234040.00
 LLA :
 AN 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000440132
 CIN 130015682900001
 430106 1300156829 5200.00
 LLA :
 AP 1710101804 DC3C 000 41756 0 068941 2D 000000 COST CODE: E90014098000
 CIN 130015682900002

MOD 19 Funding 1239240.00
 Cumulative Funding 10693348.00

MOD 20

430107 1300169233 81384.00
 LLA :
 AQ 1701804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000515276
 CIN 130016923300001
 430108 1300169233 285616.00
 LLA :
 AR 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A10000515276
 CIN 130016923300002

MOD 20 Funding 367000.00
 Cumulative Funding 11060348.00

MOD 21 Funding 0.00
 Cumulative Funding 11060348.00

MOD 22

440101 1300179209-0001 322908.00
 LLA :
 AS 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000595480
 CIN 130017920900002
 640101 1300179209-0001 1000.00
 LLA :
 AS 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000595480

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 22 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CIN 130017920900003

MOD 22 Funding 323908.00
Cumulative Funding 11384256.00

MOD 23

440102 1300185045 269923.00
LLA :
AT 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000615994
CIN 130018504500001

440103 1300185045 204000.00
LLA :
AU 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A10000615994
CIN 130018504500002

MOD 23 Funding 473923.00
Cumulative Funding 11858179.00

MOD 24

440104 1300190918 381389.00
LLA :
AV 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000653422
CIN 130019091800001

440105 1300190918 249000.00
LLA :
AW 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A10000653422
CIN 130019091800002

640102 1300190918 10000.00
LLA :
AV 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000653422
CIN 130019091800001

MOD 24 Funding 640389.00
Cumulative Funding 12498568.00

MOD 25

440106 1300199938 111815.00
LLA :
AX 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000718172
CIN 130019993800001

440107 1300199938 38000.00
LLA :
AY 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A10000718172
CIN 130019993800002

MOD 25 Funding 149815.00
Cumulative Funding 12648383.00

MOD 26

440108 1300203737 161000.00
LLA :
AZ 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A00000742670
CIN 130020373700001

440109 1300203737 41000.00
LLA :
BA 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A10000742670
CIN 130020373700002

MOD 26 Funding 202000.00
Cumulative Funding 12850383.00

MOD 27 Funding 0.00
Cumulative Funding 12850383.00

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 23 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 28

440110 1300206975 685411.00
 LLA :
 BB 1711804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A00000763679
 CIN 130020697500001

440111 1300206975 308038.00
 LLA :
 BC 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A10000763679
 CIN 130020697500002

440112 1300206975 258438.00
 LLA :
 BD 1711804 5T1M 252 00039 0 050120 2D 000000 COST CODE: A20000763679
 CIN 130020697500003

MOD 28 Funding 1251887.00
 Cumulative Funding 14102270.00

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 24 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 25 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

(1) patent or pending patent application number;

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

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

(4) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;

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

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

(7) 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, 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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 26 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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.

(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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 27 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 SPAWARSYSCOM 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 SPAWARSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSYSCOM 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 SPAWARSYSCOM 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, 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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 28 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

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

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

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

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

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

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

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

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

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

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

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

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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 29 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (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.

(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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 30 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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

(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,

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 31 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 32 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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. NS11	AMENDMENT/MODIFICATION NO. 28	PAGE 33 of 33	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement (Mod 1 Revision)

Attachment 2 - CDRL with Attachments 1, 2, and 3 (Mod 1 Revision)

Attachment 3 - Contract Security Classification Specification DD 254

Attachment 4 - Financial Accounting Data Sheet (Basic Contract Award)

Attachment 5 - Financial Accounting Data Sheet (Mod 1)

Attachment 6 - Financial Accounting Data Sheet (Mod 2)

Attachment 7 - Financial Accounting Data Sheet (Mod 3)

Attachment 8 - Financial Accounting Data Sheet (Mod 4)

Attachment 9 - Financial Accounting Data Sheet (Mod 5)

Attachment 10 - Financial Accounting Data Sheet (Mod 6)

Attachment 11 - Financial Accounting Data Sheet (Mod 7)

Attachment 12 - Financial Accounting Data Sheet (Mod 8)

Attachment 13 - Financial Accounting Data Sheet (Mod 9)

Attachment 14 - Financial Accounting Data Sheet (Mod 10)

Attachment 15 - Financial Accounting Data Sheet (Mod 11)

Attachment 16 - Financial Accounting Data Sheet (Mod 12)

Attachment 17 - Financial Accounting Data Sheet (Mod 13)

Attachment 18 - Financial Accounting Data Sheet (Mod 14)

Attachment 19 - Financial Accounting Data Sheet (Mod 16)

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

1.0 INTRODUCTION

The Space and Naval Warfare Systems Command (SPAWAR) Business Resource Management Office (BRM) serves as the business and financial analytical team supporting SPAWAR and the PEOs. The BRM promotes use of common business/financial tools and best business practices throughout Team SPAWAR and provides business and financial management support across all SPAWAR HQ organizations.

2.0 BACKGROUND

The BRM is responsible for management of Team SPAWAR's Programming, Planning, Budgeting and Execution phases to include formulation, implementation and reconciliation. Support is provided to the Headquarters, PEOs, and Echelon III organizations to analyze, and implement integrated command business management and financial processes and systems that deliver best business practices and provide accurate and timely corporate information. The BRM is chartered to provide corporate analysis and information that depicts the financial health of the SYSCOM and associated PEOs. This work includes product and service output, resource consumption, performance measures, and return on investment (ROI) analysis/monitoring.

The BRM also performs business and financial management support across all SPAWAR HQ organizations to include SPAWAR 00, 01, 02, 04, 05, and 08. Efforts include the coordination of planning; budgeting and fiscal resource management efforts; and reconciliation and tracking of prior year appropriated funding. The SPAWAR BRM provides liaison support in interfacing with Program Directorates, Program Offices, and Staff offices in the collection of planning data and execution of spendplans and is responsive to sponsor and customer requests for information. Work will be performed primarily at government facilities and if deemed necessary, during travel in support of this task. The contractor shall participate in working group meetings, Integrated Product Team (IPT) sessions, and in-process reviews in support of this task.

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

3.0 SCOPE

The objective of this effort is to assist the BRM with efforts necessary to conduct short and long range planning and analysis for command-wide program requirements. This support will include planning, directing, and coordinating all aspects of consolidated program development, including Program Reviews (PR), Program Objectives Memoranda (POM), and management of ROI initiatives. In addition, Enterprise business and financial analysis are consistently used to identify, capture, manage and report programmatic as well as labor costs. Use of SPAWAR's global Work Breakdown Structure (WBS), and system numbering construct is required. Essential to the success of the effort is management of business and financial tools, including Financial Management Information System (FMIS) 2K, Labor Distribution System, workforce database and the Contractor Support Services (CSS) database to ensure accurate and timely data.

In addition this task order provides acquisition financial support to all Program Offices within SPAWAR HQ. Contractor provided services and deliverables from this task include Programming, Planning, Budgeting, and Execution (PPBE), generation and tracking of Program Objective Memorandums (POM/PR), budget exhibits, financial briefings, spend plan management, controls management, issue papers, execution year obligations/expenditures, reconciliation support and financial reviews.

4.0 APPLICABLE DIRECTIVES

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

Document Type	No./Version	Title	Date
United States Code	Title 10	United States Code, Title 10	
United States Code	Title 31	United States Code, Title 31 31 US Code 1301(a) 31 US Code 1502(a) 31 US Code 1517	
Office of Management and	Circular A-11	Preparation, Submission and Execution of the Budget	16 July 2004

**PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT**

N00039-06-R-3442

Document Type	No./Version	Title	Date
Budget			
DoD Directive	5000.1	The Defense Acquisition System	12 May 2003
DoD Regulation	7000.14	Department of Defense Financial Management Regulations	Varies by volume
Code of Federal Regulation	Title 48, Vol 1,2	Federal Acquisition Regulations	28 Jan 004
Code of Federal Regulation	Title 48, Vol 3	Defense Federal Acquisition Regulation	15 Dec 2003
Navy Regulations	NAVSO P-1000	DoN Financial Management Policy Manual	
Navy		DoN Budget Guidance Manual	
SPAWAR		SPAWAR Business Financial Manager's Manual	
SPAWARINST	7720.4C	Policy and Responsibilities for SPAWAR Cost Estimating & Analysis	02 Aug 2004
SPAWAR		SPAWAR Standard Reports Policy	07 July 2004
SPAWAR		SPAWAR Global Work Breakdown Structure	

PERFORMANCE REQUIREMENTS

5.0 Performance Requirements OM&N

The Contractor shall perform the following tasks in accomplishing the requirements of this Task Order.

5.1 SPAWAR Integrated Command Business Management Support OM&N

5.1.1 Program Planning Support

The contractor will provide program planning support to the SPAWAR BRM office.

Comprehensive analysis, administration of command-wide program data, and miscellaneous clerical duties will be performed in support of these efforts. The contractor will assist with the planning, directing and coordination of all aspects of consolidated program development, including Program Reviews (PR), Program Objectives Memoranda (POM), and other supporting documentation as determined by higher authority or internal requirements.

Program management support provided by the contractor will include the following tasks:

1. Developing long range planning and programming efforts to capture command-wide requirements for internal review and consolidation based on PEO and command initiatives.

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

2. Assisting SPAWAR and PEOs in identifying and supporting the CNO Program Analysis Memorandum (CPAM) and associated Integrated Warfare Architectures (IWARs), orienting all efforts toward Mission Capability Packages instead of systems.
3. Tracking cyclical requirements and ensuring consistency through each phase of the PPBES process, as expressed in the command-wide PR and POM.
4. Assisting with the design, execution and modification of the POM development process as it drives the SPAWAR POM effort.
5. Assisting with the design, execution and modification of similar business processes to address POM development, PR development and related initiatives.
6. Assisting with the development, review and modification of command-wide assumptions and mission priorities as they impact long range planning efforts.
7. Assisting with the development, design, compilation and presentation of briefings to internal command personnel, the Fleet, OPNAV and other external audiences throughout the entire course of the POM/PR development, review and submission process.
8. Liaison with internal SPAWAR offices, OPNAV, NETWARCOM, DoD review authorities, Fleet and Marine Forces customers and other commands as necessary to ensure comprehensive and responsive requirements definition.

5.1.2 Common Command Financial/Requirement Tool Development and Support

The contractor will facilitate the implementation of common tools supporting enterprise processes that assist SPAWAR in controlling, tracking and reporting cost, value and capability within the command as well as to external stakeholders.

Provide comprehensive project management support of the following Command financial and requirement tool initiatives:

Standard Reports Integration

FMIS 2K

SLDCADA for Labor Distribution

Drive the rollout of the Standard Reports integration initiative, in order to provide leaders with the ability to track planned costs against actual costs incurred by Navy Echelon III commands.

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

Provide FMIS 2K functional management support including business process development and communication and system enhancement definition, tracking, and testing. Provide Labor Distribution System implementation and sustainment support including coordination with PEOs and HQ staff codes on product and services identification, activities/job order definitions, business rules and data links.

Ensure data is accurate, consistent, and timely to allow for further analysis and roll-up of data to support SPAWAR Balanced Scorecard and Metrics on Command Products and Services and other ad-hoc analyses as needed.

Assist with the design and maintenance of databases to assist with the development, tracking and analysis of product and service requirements.

Provide applicable training and support to command financial/requirements tools including Standard Reports, FMIS 2K, and FIMS+/SAP as well as SLDCADA Labor Distribution features.

5.1.2.1 Navy Enterprise Resource Planning System (N-ERP)

In preparation for SPAWAR implementation of the Navy Enterprise Resource Planning System (N-ERP) the contractor will review user roles, map current business processes, evaluate ERP functionality, and perform gap analysis. The contractor will act as the SAP Subject Matter Expert (SME) for the BRM, by analyzing N-ERP roles, profiles, transactions and functionality for applicability to SPAWAR business processes. The contractor will evaluate fielding and testing plans and provide comprehensive evaluation, analysis and testing in support of BRM role in Team SPAWAR N-ERP implementation.

5.1.3 Enterprise Management Support

The contractor shall provide overall enterprise management support to the SPAWAR BRM office. Comprehensive analysis, administration of command-wide program data and miscellaneous clerical duties will be performed in support of these efforts. The contractor will assist with the planning, directing and coordination of all aspects of the management of the business operations of the enterprise, including research and analysis of corporate business and financial processes. Work includes:

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

1. Examination of industry and DoD best business practices with practical application to SPAWAR and PEO environments.
2. Development of business plans and portfolios to include product/service delivery, performance measures, financial execution, FYDP and workforce profiles and cost drivers.
3. Creation of executive briefing and command-wide presentations such as CNO, ASN, and Congressional staffer briefs, BRM meetings and other emergent requirements.
4. Collection, analysis, and maintenance of quarterly financial information for use in command metrics efforts.
5. Analysis and coordination of ROI initiatives including divestitures. Tracking and management of ROI savings and associated budget marks.
6. Analysis of program cost drivers, infrastructure costs, general/administrative and overhead cost contributors.
7. Providing senior level leadership to various workgroups consisting of both government and contractor support personnel to collectively accomplish the management goals of the BRM office. Support responses to data calls process including data analysis, data call facilitation/ coordination, presentation preparation to senior SPAWAR leadership and related efforts.

5.2 Program Objective Memorandum (POM)/Program Review (PR) OM&N

5.2.1 The Contractor shall assist in the preparation and maintenance of SPAWAR POM/PR exhibits, including POM/PR briefing packages. The Contractor shall prepare POM/PR exhibits, initial, drafts, and final, within the time required to support SPAWAR schedules. Initial POM/PR packages and updates shall be provided to the requester within the timeframe assigned. The contractor shall compile and maintain POM/PR data and shall be able to track, maintain, and update POM/PR documentation and data through the budget cycle. Documentation shall be prepared in accordance with the POM/PR exhibit standard.

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

5.2.2 The Contractor shall support the Department of the Navy POM/PR process, including preparing the Sponsor Program Proposals (SPP) and “what-if” scenarios for all appropriations. POM/PR submissions include gathering, consolidating, and validation of requirements from all organizations to support government preparation of current and out-year spendplans. All information compiled to support the POM/PR process shall be provided to the requestor in sufficient time for POM/PR submission in the format prescribed by the customer or as directed by the sponsor. POM/PR Briefing packages and backup will occur annually with a possibility of 3 updates per year.

5.3 Budget OM&N

5.3.1 The Contractor shall provide initial budgetary products and updates to draft and existing President’s/Office of the Secretary of Defense (OSD)/Financial Management & Budget (FMB) budget exhibits. The Contractor shall prepare President’s/OSD/FMB budget exhibits initial, draft, and final, within the time required to support program of record schedules. Budget exhibits include all special exhibits and the Department of Navy, Chief Information Officer (DoN CIO) Information Technology (IT) budget. Contractor must meet accuracy, timeliness and quality requirements of the customer. Documentation shall be prepared in accordance with the Financial, Management and Budget (FMB), Office of the Secretary of Defense (OSD), SPAWAR, and Program Office budget guidance.

5.3.2 The Contractor shall generate, update and draft budgetary reclamation and impact statements. The Contractor shall prepare budget reclamation, initial, draft, and final, in accordance with FMB, OSD, SPAWAR, and Program Office budget guidance within the time required to support the program of record, schedules. Documentation shall be prepared in accordance with the reclamation and impact statement standard provided by the customer.

5.3.3 The Contractor shall prepare and draft issue papers. The Contractor shall prepare issue papers, initial, revision, and final, in accordance with FMB, OSD, SPAWAR, and Program Office guidance within the time required to support the program of record, schedules. Documentation shall be prepared in accordance with format and quality standards provided by the customer.

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

5.3.4 The Contractor shall support initial preparation and updates to budget data calls as required by Resource Sponsors, SPAWAR Comptroller, SPAWAR BRM, Congress, OSD, and FMB. Contractor shall provide budgetary information in support of data calls. The Contractor shall prepare responses to budgetary data calls, initial, revisions and final within the time requested to support schedule deadlines. Documentation shall be prepared in accordance with the customer requested data call standard.

5.3.5 The Contractor shall Support the Program Office in the following activities: defend budgets; respond to FMB and OSD budget review questions; what-if drills, plus-ups and supplementals; respond to Congressional requests for information; and prepare briefings to higher authority. Budget support must be completed within the assigned timeframe and meet the technical and quality requirements assigned by the requestor. Documentation shall be prepared in accordance with the customer requested data call standard.

Budget Work Products	Frequency
Controls Tracking	Three per year, (FMB, OSD, Pres Bud)
Executive Controls Summary	Three per year, (FMB, OSD, Pres Bud)
Budget Exhibits (All APPN)	Three per year, (FMB, OSD, Pres Bud)
Special Exhibits (e.g. PB15, RD-3A, BOCS, NC50/60)	Three per year, (FMB, OSD, Pres Bud)
Congressional Brief	Basic brief with slight mods – annual
Reclamas/Impact Statement	Potential of two per budget cycle
Congressional Plus Up Release Papers	Two per year
Issue Papers	Potential of two per year
Budget Questions and Answers	Potential of four per year
Program Status Brief	Biannual
Midyear Exhibits and Justification	Annual
IT Budget (if required by program)	Three per year, (FMB, OSD, Pres Bud)
National Science Foundation Annual Request for Statistical Information	Annual
FFRDC	Annual

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

5.4 Execution OM&N

5.4.1 The Contractor shall provide execution data, analysis and updates in support of mid-year and program reviews. The Contractor shall prepare midyear review analysis and documentation, within the time required to support scheduled deadline. Documentation shall be prepared in accordance with the midyear and program reviews standard as prescribed by the customer.

5.4.2 The Contractor shall populate and maintain “real time data” in corporate financial databases, e.g., FMIS 2000, IRAPS, and SAP, within the time required to support program of record schedules. Data shall be maintained to be accessible by a user or requester within one hour of a request.

5.4.3 The Contractor shall support initial preparation and updates to execution data calls as required by Resource Sponsors, SPAWAR Comptroller, SPAWAR BRM, Congress, OSD, FMB and Freedom of Information Act Requests (FOIA). Contractor shall provide execution information in support of data calls. The Contractor shall prepare responses to execution data calls, both initial and revision, within the time requested to support schedule deadlines. Documentation shall be prepared in accordance with the content and format requirements identified by the customer.

5.4.4 The Contractor shall prepare and provide updates to tri-annual reviews and outstanding commitments. The Contractor shall prepare initial, revisions and final, within the time required to support scheduled deadline. Documentation shall be prepared in accordance with content and format requirements identified by the customer.

5.4.5 The Contractor shall track and analyze execution data. The Contractor shall prepare initiations, commitments, obligations, and expenditures reports; both initial and revisions within the time required to meet program- scheduled deadlines. Analysis of data shall be provided to the requester within four hours of the request.

PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT

N00039-06-R-3442

5.4.6 The Contractor shall prepare and maintain current execution spend plans for prior year, execution year and future years. The Contractor shall prepare detailed spend plans, both initial and revisions as prescribed by the customer's reporting requirements, within the time-frame required by the customer. The Contractor shall maintain up-to-date spend plans for all programs that reflect the most recent information reviewed and approved by the Program Manager or designated representative. Spend plans shall be in accordance with requirements as prescribed by the customer.

5.4.7 The Contractor shall assist in the planning, preparation and organization of Task Planning Sheets. Task Planning Sheet shall be prepared in the standard format and maintained in the timeframe as prescribed by the customer.

5.5 General Task Requirements OM&N

5.5.1 The Contractor shall prepare ad hoc reports as required. Ad hoc reports shall be provided to the requester within the timeframe assigned and in the format required by the customer.

5.6 Contract Execution OM&N

5.6.1 The Contractor shall support execution of contracts to include preparation of procurement packages, contract modification requests, and prompt payment certificates. The contractor shall be proficient in AMAS.

6.0 DELIVERABLES

The Contractor shall provide the following deliverables in accordance with the timeframe specified. Deliverable formats shall be proposed by the Contractor and approved by the SPAWAR BRM.

REQUIREMENT	DUE DATE
Monthly Status of Funds Report (MSFR)	Due the 15 th of the following month

**PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT**

N00039-06-R-3442

**7.0 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) ACCESS TO OTHER
CONTRACTOR'S PROPRIETARY DATA OM&N**

In order to perform the tasks specified in this Performance Work Statement (PWS), the Prime Contractor (or Subcontractor) will need access to other companies' proprietary data.

The Contractor agrees that it will not accept nor allow its subcontractor(s) to accept proprietary data until it or its applicable subcontractor(s) (i) execute the agreement set forth in the Special Contract Requirement entitled "Organizational Conflict of Interest" incorporated in the contract and (ii) furnishes a copy of such agreement to the Contracting Officer.

8.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide the following property, equipment and information in support of this task:

GFE: NMCI seat for on site personnel.

GFE: Workspace for on site personnel.

GFE: Access to Government Databases from NMCI seat, e.g., FMIS, AMAS, STARS, IRAPS, SAP, and POM/PR database

GFE: Access via Internet using security protocols required by Government to assure secure data transmission: FMIS, AMAS, STARS, IRAPS, SAP, and POM/PR database

GFI: Instructions/guidance necessary in order to prepare deliverables

Definitions of terms:

GFI: Verbal or written (e.g. electronic or hand written) guidance and information required for the preparation of work products and deliverables.

**9.0 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT) SECTION 508
ACCESSIBILITY STANDARDS DETERMINATION OF APPLICABILITY**

This requirement has been reviewed and is for EIT. All web-based intranet and Internet information systems prepared as associated with this PWS shall meet the requirements as applicable in Section 508 Accessibility Standards (SPAWARINST 5721.1).

**PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT**

N00039-06-R-3442

10.0 SECURITY

The nature of these tasks requires access to Secret information. The work performed by the Contractor will include access to Secret data, information, and spaces. The Contractor will be required to attend meetings classified at Secret levels.

Note: If foreign travel is required, the contractor must obtain the country specific briefing, required within 90 days of departure, by calling (619) 553-2046, Topside, or (619) 524-3385, Old Town. A staff briefer will assist you in obtaining the country briefing.

11.0 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.

12.0 BEST PRACTICES

Work performed by the contractor shall provide support to SPAWAR command-level “best practices” principles, policies. As applicable to this tasking, the contractor will adhere to:

SPAWAR Business Financial Managers Manual

SPAWARINST 7720.4C, Policy and Responsibilities for SPAWAR Cost Estimating & Analysis

SPAWAR Standard Reports Policy, dated 7 Jul 04

SPAWAR Global Work Breakdown Structure

In addition the contractor will utilize the following tools to oversee performance and financial execution and track, control, manage and report program resources:

FMIS 2K

SAP/FIMS+

Standard Labor Data Collection and Distribution Application (SLDCADA)

IRAPS

AMAS

Tri-Annual Review Claimancy Tool

**PERFORMANCE WORK STATEMENT (Rev. 1)
SPAWAR BUSINESS RESOURCE MANAGEMENT SUPPORT**

N00039-06-R-3442

13.0 TECHNICAL POINT OF CONTACT

Patty Ashenfelter, SPAWAR BRM

Telephone: (858) 537-0446

E-mail: patricia.ashenfelter@navy.mil

14.0 TASK ORDER MANAGER

Rosemary Brower, SPAWAR Code 01

Telephone: (858) 537-8743

E-mail: rosemary.brower@navy.mil

15.0 BASIS OF ESTIMATE

The following workload data is provided for informational purposes only to assist the offerors in estimating the price for 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. It represents an estimated range of the annual hours required for this task order.

Annual Number of Hours provided as a Range: 30,000 - 40,000 Hours Per Year

Other Direct Cost:

Estimated Travel Per Year:

Travel	# Trips	# People	# Days
San Diego, CA - Washington D.C.	6	2	3

Total estimated ODCs/Travel costs under this PWS task order are not to exceed (this estimate is subject to modification depending on Program requirements): \$45,000 per year.