

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE R	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 32	3. EFFECTIVE DATE 25-Sep-2012	4. REQUISITION/PURCHASE REQ. NO. 1300206671-0010	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		[X]	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-NS12
			10B. DATED (SEE ITEM 13) 02-Oct-2006
CAGE CODE 17038	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey C McCoy, Contracting Officer	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 25-Sep-2012	16B. UNITED STATES OF AMERICA BY /s/Jeffrey C McCoy (Signature of Contracting Officer)	16C. DATE SIGNED 25-Sep-2012

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. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

The purpose of this modification is to deobligate funding as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$40,043,904.95 by \$82,867.62 to \$39,961,037.33.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
430105	TBD	1,249,200.00	(81,491.44)	1,167,708.56
630101	TBD	99,200.00	(1,376.18)	97,823.82

The total value of the order is hereby increased from \$41,703,942.00 by \$0.00 to \$41,703,942.00.

Section B-2 is hereby updated to reflect the revised allotment of funds.

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. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 1 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
1001	Labor to Perform Support Services IAW Attached PWS. ***Note: No O&M,N funding will be placed under this CLIN 1001, nor shall any work be performed on PWS Par. 5.1.4, 5.1.5, 5.1.6, 5.2.3, 5.2.5, 5.2.8, 5.3.1, and 5.3.3 in this CLIN. (TBD)	1.0	LO				\$7,613,470.00
100101	ACRN AA (TBD)						
100102	ACRN AA (TBD)						
100103	ACRN AB (TBD)						
1101	Option I - Labor to Perform Support Services IAW Attached PWS (TBD)	1.0	LO				\$7,216,680.00
110101	ACRN BA (TBD)						
110102	ACRN BB (TBD)						
110103	ACRN BC (TBD)						
110104	ACRN BD (TBD)						
110105	ACRN BE (TBD)						
1201	Option II - Labor to Perform Support Services IAW Attached PWS. (TBD)	1.0	LO				\$8,640,206.00
120101	ACRN BA (TBD)						
120102	ACRN BF (TBD)						
120103	ACRN BG (TBD)						
120104	ACRN BH (TBD)						
120105	ACRN BJ (TBD)						

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3001	ODCs. Non-Fee Bearing.	1.0	LO	\$252,000.00

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 2 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

***Note: No O&M,N
funding will be
placed under this
CLIN 3001, nor
shall any work be
performed on PWS
Par. 5.1.4,
5.1.5, 5.1.6,
5.2.3, 5.2.5,
5.2.8, 5.3.1, and
5.3.3 in this
CLIN. (TBD)

300101 ACRN AA (TBD)

300102 ACRN AA (TBD)

3101	Option I - ODCs. Non-fee bearing. (TBD)	1.0	LO	\$285,000.00
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310101 ACRN BA (TBD)

310102 ACRN BB (TBD)

3201	Option II - ODCs. Non-fee bearing. (TBD)	1.0	LO	\$449,665.00
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320101 ACRN BA (TBD)

320102 ACRN BF (TBD)

320103 ACRN BJ (TBD)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
4301	Option III - Labor to Perform Support Services IAW Attached PWS. (TBD)	1.0	LO				\$7,631,946.00
430101	ACRN CA (TBD)						
430102	ACRN CB (TBD)						
430103	ACRN CC (TBD)						
430104	ACRN CD (TBD)						
430105	ACRN CE (TBD)						
430106	ACRN CC (TBD)						
430107	ACRN CD (TBD)						
430108	ACRN CD (TBD)						
430109	ACRN CF (TBD)						
4401	Option IV - Labor to Perform Support Services IAW Attached PWS. (TBD)	1.0	LO				\$8,888,255.00
440101	ACRN CG (O&MN,N)						

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 3 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

440102 ACRN CH (OPN)
440103 ACRN CG (O&MN,N)
440104 ACRN CJ (RDT&E)
440105 ACRN CK (RDT&E)
440106 ACRN CJ (RDT&E)
440107 ACRN CL (O&MN,N)
440108 ACRN CL (O&MN,N)
440109 ACRN CM (O&MN,N)
440110 ACRN CM (O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6301	Option III - ODCs. Non-fee bearing. (TBD)	1.0	LO	\$346,100.00
630101	ACRN CA (TBD)			
630102	ACRN CB (TBD)			
630103	ACRN CC (TBD)			
630104	ACRN CD (TBD)			
6401	Option IV - ODCs. Non-Fee Bearing. (TBD)	1.0	LO	\$380,620.00
640101	ACRN CG (O&MN,N)			
640102	ACRN CH (WPN)			
640103	ACRN CG (O&MN,N)			
640104	ACRN CJ (RDT&E)			
640105	ACRN CJ (RDT&E)			
640106	ACRN CL (O&MN,N)			
640107	ACRN CL (O&MN,N)			

B-1 ADDITIONAL SLINS

The Government may incorporate additional informational subline items during performance of this task order to accommodate multiple funding citations.

B-2 ALLOTMENT OF FUNDS

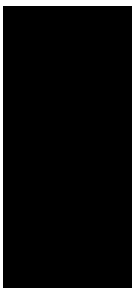
(a) This task order is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this task order for payment of earned award fee as provided in clause B-3

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 4 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------


entitled "Award Fee Determination" are as follows:

ITEM(S) ALLOTTED TO AWARD FEE

1001	
1101	
1201	
4301	
4401	

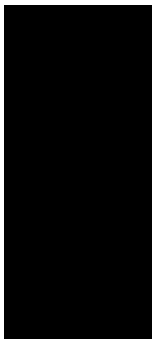
(c) The amounts presently set-aside under this task order for payment of award fee and fixed fee, if any, per clauses B-3 and B-4, respectively, are as follows:

ITEM(S) FEE SET-ASIDE AMOUNT

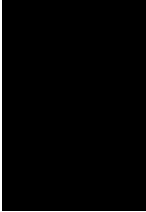
1001	
1101	
1201	
4301	
4401	

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

(d) The amounts presently allotted to this task order for payment of cost as provided in FAR clause 52.216-7 entitled "Allowable Cost and Payment" and the estimated period of performance the Government expects the allotted amount to cover are as follows:

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
1001		October 02, 2006 through October 31, 2007
3001		October 02, 2006 through October 31, 2007
1101		November 01, 2007 through October 31, 2008
3101		November 01, 2007 through October 31, 2008
1201		November 01, 2008 through October 31, 2009
3201		November 01, 2008 through October 31, 2009

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 5 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------


4301		November 01, 2009 through October 31, 2010
6301		November 01, 2009 through October 31, 2010
4401		November 01, 2010 through October 31, 2011
6401		November 01, 2010 through October 31, 2011

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

B-3 AWARD FEE DETERMINATIONS

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


(a) Calculation of Maximum Potential Award Fee Amounts

CLIN	A	B	C	D	E
1001					
1101					
1201					
4301					
4401					

A = The total ceiling hours per year (prime Contractor and all subcontractors).

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

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

D = The award-fee-per-prime-Contractor-hour (i.e. divide Column B into Column C and then multiply by 

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

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

(b) Award Fee evaluations will be conducted semiannually. The Government shall render its award fee determination within 45 days after the Contractor submits to the Procuring Contracting Officer (PCO) a written statement indicating: (i) all hours and all costs incurred during the evaluation period; (ii) the prime-Contractor-only hours and costs incurred during the evaluation period; and (iii) the subcontractor-only hours and costs (by subcontractor) incurred during the evaluation period.

(c) After an award fee determination is executed via task order modification, any additional hours and costs incurred during the evaluated period that are subsequently invoiced or reported shall be non fee-bearing.

(d) Only incurred prime Contractor hours are eligible for award fee payout, provided such hours are not incurred as a result of travel to and

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 6 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

from temporary work duty stations, unless work was performed by the employee during such transit time (e.g., working while on an airplane or waiting in the airport).

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

(f) The Award Fee Board will assess the Contractor's performance during the evaluation period. The Award Fee Board is composed of some or all the following individuals:

- Program Manager, PMW-146, Fee Determining Official (FDO)
- Task Order Manager
- Technical Manager
- Procuring Contracting Officer (PCO) and Contract Specialist – advisory only
- Other Government personnel as appropriately determined by the FDO and PCO

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

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

(i) The Award Fee Board will evaluate the Contractor's (including its subcontractors) performance by assigning a score of zero ("0") or a score ranging from 50 to

100. Each score is given one of the corresponding descriptive terms described below (i.e. Unsatisfactory, Satisfactory, Very Good, or Excellent):

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

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

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 7 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(j) Award fee payment amounts per evaluation period shall be determined as follows:

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

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

3. For example, if the Contractor incurred 11,200 prime-Contractor-only hours, the award-fee-per-prime-Contractor-hour is \$8.5580 and the Contractor received a performance score of 93, then the award fee payment would be $11,200 * \$8.5580 * 93 / 100$.

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

B-4 PAYMENT OF PRIME CONTRACTOR FIXED FEE ON SUBCONTRACTOR LABOR

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

CLIN	FEE PER HOUR
1001	
1101	
1201	
4301	
4401	

Payment of Fee. The Government will pay the Contractor a fixed fee on each direct subcontractor labor hour performed at the above rates subject to FAR Clause 52.216-8 "Fixed Fee" (MAR 1997) and the withholding requirements therein. Payments under this clause remain subject to the maximum pass-through rate addressed in basic contract clause H.10 entitled "Savings Clause."

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 8 of 34	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. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 9 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 10 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 11 of 34	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. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 12 of 34	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. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 13 of 34	FINAL
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SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of the task order through 13 months thereafter, estimated at:

1001 10/02/2006 - 10/31/2007

3001 10/02/2006 - 10/31/2007

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

1101 11/01/2007 - 10/31/2008

3101 11/01/2007 - 10/31/2008

1201 11/01/2008 - 10/31/2009

3201 11/01/2008 - 10/31/2009

4301 11/01/2009 - 10/31/2010

6301 11/01/2009 - 10/31/2010

4401 11/01/2010 - 10/31/2011

6401 11/01/2010 - 10/31/2011

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. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 14 of 34	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 and A002). Submissions are due monthly by the 15th for CDRL A001 and the 10th for CDRL A002 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 Award Fee (CPAF) task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008) (SPAWAR G-300 (VARIATION))

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 15 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

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

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S2404A
Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DoDAAC:	HAA47F
Service Approver DoDAAC:	N00039
PAY DODAAC:	HQ0338

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

[REDACTED]

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

[REDACTED]

[REDACTED]

G-6 TASK ORDER MANAGER

The SPAWAR Task Order Manager for this Task Order is:

[REDACTED]

Code: PMW 146

[REDACTED]

Accounting Data

SLINID	PR Number	Amount
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100101	N00039-06-PR-1468.002	1387608.00
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CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	16 of 34	

LLA :
AA SEE ATTACHED FAD
Standard Number: N00039-06-PR-1468.002
RDT&E Funding.

300101 028 50000.00

LLA :
AA SEE ATTACHED FAD
Standard Number: 028

BASE Funding 1437608.00
Cumulative Funding 1437608.00

MOD 01

100102 N00039-06-PR-1468.002. 4512392.00

LLA :
AA SEE ATTACHED FAD

300102 N00039-06-PR-1468.002. 100000.00

LLA :
AA SEE ATTACHED FAD

MOD 01 Funding 4612392.00
Cumulative Funding 6050000.00

MOD 02

100103 N0003907PR1468.002.2 96000.00

LLA :
AB SEE ATTACHED FAD

MOD 02 Funding 96000.00
Cumulative Funding 6146000.00

MOD 03

100101 1141000.00

LLA :
AA SEE ATTACHED FAD
N00039-07-PR-1468.002.3

300101 102000.00

LLA :
AA SEE ATTACHED FAD
N00039-07-PR-1468.002.3

MOD 03 Funding 1243000.00
Cumulative Funding 7389000.00

MOD 04

100101 526470.00

LLA :
AA SEE ATTACHED FAD
N00039-07-PR-1468.002.3

MOD 04 Funding 526470.00
Cumulative Funding 7915470.00

MOD 05

110101 896664.00

LLA :
BA SEE ATTACHED FAD
ACRN BA

310101 75000.00

LLA :
BA SEE ATTACHED FAD
ACRN BA

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	17 of 34	

MOD 05 Funding 971664.00
Cumulative Funding 8887134.00

MOD 07

110101 1078149.00
LLA :
BA SEE ATTACHED FAD
ACRN BA

110102 1933941.00
LLA :
BB SEE ATTACHED FAD

110103 8400.00
LLA :
BC SEE ATTACHED FAD

310102 100000.00
LLA :
BB SEE ATTACHED FAD

MOD 07 Funding 3120490.00
Cumulative Funding 12007624.00

MOD 08

110102 786001.00
LLA :
BB SEE ATTACHED FAD

110104 1250000.00
LLA :
BD SEE ATTACHED FAD

MOD 08 Funding 2036001.00
Cumulative Funding 14043625.00

MOD 10

110101 200000.00
LLA :
BA SEE ATTACHED FAD
ACRN BA

110102 305982.00
LLA :
BB SEE ATTACHED FAD

110104 210000.00
LLA :
BD SEE ATTACHED FAD

110105 355250.00
LLA :
BE SEE ATTACHED FAD

310102 110000.00
LLA :
BB SEE ATTACHED FAD

MOD 10 Funding 1181232.00
Cumulative Funding 15224857.00

MOD 11

100101 (50000.00)
LLA :
AA SEE ATTACHED FAD
N00039-07-PR-1468.002.3

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	18 of 34	

110101 396648.00

LLA :
BA SEE ATTACHED FAD
ACRN BA

110102 10000.00

LLA :
BB SEE ATTACHED FAD

110105 164750.00

LLA :
BE SEE ATTACHED FAD

120101 1425000.00

LLA :
BA SEE ATTACHED FAD

300101 (104000.00)

LLA :
AA SEE ATTACHED FAD
N00039-07-PR-1468.002.3

300102 (21000.00)

LLA :
AA SEE ATTACHED FAD
ACRN AA

310101 (30000.00)

LLA :
BA SEE ATTACHED FAD
ACRN BA

320101 68000.00

LLA :
BA SEE ATTACHED FAD

MOD 11 Funding 1859398.00
Cumulative Funding 17084255.00

MOD 13

120102 1145879.00

LLA :
BF SEE ATTACHED FAD

120103 910715.00

LLA :
BG SEE ATTACHED FAD

120104 100000.00

LLA :
BH SEE ATTACHED FAD

320102 95121.00

LLA :
BF SEE ATTACHED FAD

MOD 13 Funding 2251715.00
Cumulative Funding 19335970.00

MOD 15

110101 (182843.00)

LLA :
BA SEE ATTACHED FAD
ACRN BA

120102 1316771.00

LLA :
BF SEE ATTACHED FAD

120105 2621973.00

LLA :
BJ SEE ATTACHED FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	19 of 34	

310101 (24863.00)

LLA :
BA SEE ATTACHED FAD
ACRN BA

320103 261544.00

LLA :
BJ SEE ATTACHED FAD

MOD 15 Funding 3992582.00
Cumulative Funding 23328552.00

MOD 16

110102 (8328.00)

LLA :
BB SEE ATTACHED FAD

110103 (6204.00)

LLA :
BC SEE ATTACHED FAD

110104 (125692.00)

LLA :
BD SEE ATTACHED FAD

110105 (53192.00)

LLA :
BE SEE ATTACHED FAD

310102 (1050.00)

LLA :
BB SEE ATTACHED FAD

MOD 16 Funding -194466.00
Cumulative Funding 23134086.00

MOD 17

120102 1301610.00

LLA :
BF SEE ATTACHED FAD

120104 (50672.00)

LLA :
BH SEE ATTACHED FAD

120105 50672.00

LLA :
BJ SEE ATTACHED FAD

320102 25000.00

LLA :
BF SEE ATTACHED FAD

MOD 17 Funding 1326610.00
Cumulative Funding 24460696.00

MOD 18

430101 PR000391371 3707000.00

LLA :
CA 1701507 Y2EU 252 00039 0 050120 2D 000000 000000176962

430102 PR000391371 229000.00

LLA :
CB 1701804 5T6M 252 00039 0 050120 2D 000000 000000176886

630101 PR000391371 105000.00

LLA :
CA 1701507 Y2EU 252 00039 0 050120 2D 000000 000000176962

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	20 of 34	

630102 PR000391371 75000.00
LLA :
CB 1701804 5T6M 252 00039 0 050120 2D 000000 000000176886

MOD 18 Funding 4116000.00
Cumulative Funding 28576696.00

MOD 19

430103 1300148448 1190852.00
LLA :
CC 1701319 R7KP 255 00039 0 050120 2D 000000 A00000386345

430104 1300148448 676468.00
LLA :
CD 1701804 5T6M 252 00039 0 050120 2D 000000 A10000386345

430105 1300148448 1310000.00
LLA :
CE 1701507 Y2EU 252 00039 0 050120 2D 000000 A20000386345

630103 1300148448 146148.00
LLA :
CC 1701319 R7KP 255 00039 0 050120 2D 000000 A00000386345

MOD 19 Funding 3323468.00
Cumulative Funding 31900164.00

MOD 20

120102 (63000.00)
LLA :
BF SEE ATTACHED FAD

120103 (12762.00)
LLA :
BG SEE ATTACHED FAD

120105 (105980.00)
LLA :
BJ SEE ATTACHED FAD

320102 (3100.00)
LLA :
BF SEE ATTACHED FAD

320103 (52600.00)
LLA :
BJ SEE ATTACHED FAD

430106 1300148448-0001 693000.00
LLA :
CC 1701319 R7KP 255 00039 0 050120 2D 000000 A00000386345

430107 1300148448-0001 64706.00
LLA :
CD 1701804 5T6M 252 00039 0 050120 2D 000000 A10000386345

630104 1300148448-0001 34852.00
LLA :
CD 1701804 5T6M 252 00039 0 050120 2D 000000 A10000386345

MOD 20 Funding 555116.00
Cumulative Funding 32455280.00

MOD 21

430101 PR000391371 (53500.00)
LLA :
CA 1701507 Y2EU 252 00039 0 050120 2D 000000 000000176962

430103 1300148448 (65980.00)
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	21 of 34	

CC 1701319 R7KP 255 00039 0 050120 2D 000000 A00000386345

430106 1300148448-0001 (423000.00)

LLA :

CC 1701319 R7KP 255 00039 0 050120 2D 000000 A00000386345

430108 1300148448-0002 171669.00

LLA :

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000386345

CIN 130014844800006

430109 1300148448-0002 251331.00

LLA :

CF 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A30000386345

CIN 130014844800007

630101 PR000391371 53500.00

LLA :

CA 1701507 Y2EU 252 00039 0 050120 2D 000000 000000176962

MOD 21 Funding -65980.00

Cumulative Funding 32389300.00

MOD 22 Funding 0.00

Cumulative Funding 32389300.00

MOD 23 Funding 0.00

Cumulative Funding 32389300.00

MOD 24

440101 1300182082 141550.00

LLA :

CG 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000594725

CIN 130018208200001

440102 1300182082 1785050.00

LLA :

CH 1711507 Y2EU 255 00039 0 050120 2D 000000 COST CODE: A10000594725

CIN 130018208200002

640101 1300182082 7450.00

LLA :

CG 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000594725

CIN 130018208200001

640102 1300182082 93950.00

LLA :

CH 1711507 Y2EU 255 00039 0 050120 2D 000000 COST CODE: A10000594725

CIN 130018208200002

MOD 24 Funding 2028000.00

Cumulative Funding 34417300.00

MOD 25

440103 1300182082 1830843.00

LLA :

CG 1711804 5T6M 252 00039 0 050120 2D 000000 A00000594725

CIN 130018208200003

640103 1300182082 96360.00

LLA :

CG 1711804 5T6M 252 00039 0 050120 2D 000000 A00000594725

CIN 130018208200003

MOD 25 Funding 1927203.00

Cumulative Funding 36344503.00

MOD 26

440104 1300182082-0002 836000.00

LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	22 of 34	

CJ 1711319 R7KP 255 00039 0 050120 2D 000000 A20000594725
CIN 130018208200004

440105 1300182082-0002 193400.00
LLA :
CK 1711319 R4CV 255 00039 0 050120 2D 000000 A30000594725
CIN 130018208200005

640104 1300182082-0002 44000.00
LLA :
CJ 1711319 R7KP 255 00039 0 050120 2D 000000 A20000594725
CIN 130018208200004

MOD 26 Funding 1073400.00
Cumulative Funding 37417903.00

MOD 27

430105 1300148448 (60800.00)
LLA :
CE 1701507 Y2EU 252 00039 0 050120 2D 000000 A20000386345

430106 1300148448-0001 (48100.00)
LLA :
CC 1701319 R7KP 255 00039 0 050120 2D 000000 A00000386345

430109 1300148448-0002 (14000.00)
LLA :
CF 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A30000386345
CIN 130014844800007

440106 1300182082-0003 986100.00
LLA :
CJ 1711319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20000594725
CIN 130018208200007

630101 PR000391371 (59300.00)
LLA :
CA 1701507 Y2EU 252 00039 0 050120 2D 000000 000000176962

630103 1300148448 (3300.00)
LLA :
CC 1701319 R7KP 255 00039 0 050120 2D 000000 A00000386345

630104 1300148448-0001 (5800.00)
LLA :
CD 1701804 5T6M 252 00039 0 050120 2D 000000 A10000386345

640105 1300182082-0003 51900.00
LLA :
CJ 1711319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20000594725
CIN 130018208200007

MOD 27 Funding 846700.00
Cumulative Funding 38264603.00

MOD 28

430106 1300148448-0001 3300.00
LLA :
CC 1701319 R7KP 255 00039 0 050120 2D 000000 A00000386345

440107 1300206671 702242.00
LLA :
CL 1711804 5T6M 252 00039 0 050120 2D 000000 A00000761572
CIN 130020667100001

440108 1300206671-0001 950000.00
LLA :
CL 1711804 5T6M 252 00039 0 050120 2D 000000 A00000761572
CIN 130020667100003

640106 1300206671 36960.00
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	23 of 34	

CL 1711804 5T6M 252 00039 0 050120 2D 000000 A00000761572
CIN 130020667100001

640107 1300206671-0001 50000.00
LLA :
CM 1711804 5T6M 252 00039 0 050120 2D 000000 A00000761572
CIN 130020667100003

MOD 28 Funding 1742502.00
Cumulative Funding 40007105.00

MOD 29

440109 1300206672-0004 106500.00
LLA :
CM 1711319 R4CV 255 00039 0 050120 2D 000000 COST CODE: A10000761572
CIN 130020667100004

440110 1300206671-0004 99503.20
LLA :
CM 1711319 R4CV 255 00039 0 050120 2D 000000 COST CODE: A10000761572
CIN 130020667100006

MOD 29 Funding 206003.20
Cumulative Funding 40213108.20

MOD 30

110105 1300206671-0007 (2846.68)
LLA :
BE 5783600 298 ETL5 64A015 04T130 00000 64857F 503000 F03000

MOD 30 Funding -2846.68
Cumulative Funding 40210261.52

MOD 31

440102 1300182082 (57023.28)
LLA :
CH 1711507 Y2EU 255 00039 0 050120 2D 000000 COST CODE: A10000594725
CIN 130018208200002

440110 1300206671-0004 (45408.62)
LLA :
CM 1711319 R4CV 255 00039 0 050120 2D 000000 COST CODE: A10000761572
CIN 130020667100006

640102 1300182082 (324.66)
LLA :
CH 1711507 Y2EU 255 00039 0 050120 2D 000000 COST CODE: A10000594725
CIN 130018208200002

640103 1300182082 (22985.42)
LLA :
CG 1711804 5T6M 252 00039 0 050120 2D 000000 A00000594725
CIN 130018208200003

640105 1300182082-0003 (678.38)
LLA :
CJ 1711319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20000594725
CIN 130018208200007

640107 1300206671-0001 (39936.21)
LLA :
CL 1711804 5T6M 252 00039 0 050120 2D 000000 A00000761572
CIN 130020667100003

MOD 31 Funding -166356.57
Cumulative Funding 40043904.95

MOD 32

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 24 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

430105 1300148448 (81491.44)
 LLA :
 CE 1701507 Y2EU 252 00039 0 050120 2D 000000 A20000386345

630101 PR000391371 (1376.18)
 LLA :
 CA 1701507 Y2EU 252 00039 0 050120 2D 000000 000000176962

MOD 32 Funding -82867.62
 Cumulative Funding 39961037.33

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 25 of 34	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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 26 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

(a) any title, right or interest; and

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

(a) patent or pending patent application number;

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

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

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

Software Documentation that will include or disclose the background invention;

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

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

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

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

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

H-3 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	NS12	32	27 of 34	

competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

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

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

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 28 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

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

H-5 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

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

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

H-6 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 29 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 30 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.
- (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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 31 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

(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

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 32 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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, 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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 33 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arinet.gov/far/>

Reference Title Date

52.232-18 Availability of Funds Apr 84

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.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. NS12	AMENDMENT/MODIFICATION NO. 32	PAGE 34 of 34	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment (1) - Performance Work Statement

Attachment (2) - Contract Data Requirements List (DD 1423)

Attachment (3) - Contract Security Classification Specification (DD254)

Attachment (4) - Financial Accounting Data Sheets

PEO Space Systems and PMW 146 Program Management Support Services Performance Work Statement

1.0 INTRODUCTION

The Program Executive Office for Space Systems (PEO Space Systems) is acquiring program, business, financial, acquisition, and logistics management support services for the PEO Space Systems and the Communications Satellite Program Office, PMW 146.

2.0 BACKGROUND

2.1 Missions

The PEO Space Systems and the PMW 146 mission is to develop, acquire, integrate, produce, launch, test, and provide operational support to reliable, affordable, flexible, effective and seamless space systems that support Department of Defense (DoD) and U.S. Agencies to enable joint, coalition, combined, and Naval operations. In addition, the PEO Space Systems is also responsible for coordinating all Department of the Navy (DoN) Space Research, Development and Acquisition activities.

2.2 Functions

The PEO Space Systems serves as the DoN space program executive officer as called for in the National Security Space Acquisition Policy (NSSAP 03-01). The PEO Space Systems is also responsible for influencing the design, acquisition, and operation of national security space programs in order to provide a full spectrum of on-orbit capabilities in support of open-ocean, littoral, and naval land operations. The responsibilities also include developing and maintaining a cadre of Space RDA professionals.

2.2 PMW 146 Functions

The Communications Satellite Program Office mission is to develop, acquire, integrate, produce, launch, test and provide operational support to reliable, affordable, flexible, effective and seamless narrowband satellite communication systems supporting Department of Defense (DoD) and the U.S. agencies to enable joint, coalition, combined, and naval operations. PMW 146 functions include managing the acquisition and support of narrowband satellite communication systems for the Department of the Navy and coordinating the acquisitions with the Under Secretary of the Air Force in accordance with the National Security Space Acquisition Policy

PEO Space Systems and PMW 146 Program Management Support Services Performance Work Statement

(NSSAP) 03-01. Specifically, PMW 146 manages the acquisition and support of the Leased Satellite (LEASAT), Ultra-High Frequency Follow-On (UFO), Hosted Payload, SKYNET and Mobile User Objective System (MUOS) programs.

The LEASAT program provides the warfighter with narrowband satellite communications (SATCOM) capacity through annual leases of various transponders onboard a commercial satellite. The UFO program began in 1988 to replace and upgrade the worldwide fleet of UHF communications satellites (i.e., Fleet Satellites and LEASATs). The last of ten satellites was successfully placed on-orbit in December 2003 thereby completing the constellation. Annual efforts include in-service engineering support, anomaly resolution and constellation health analysis, and contract closeout. The Hosted Payload and SKYNET projects are narrowband SATCOM initiatives managed as elements of the PEO Space Systems SATCOM portfolio and are intended to provide enhanced UHF communications capacity and capability to the Joint Warfighter. Research and development analysis activities, including required acquisition documentation, leading to procurement of narrowband SATCOM services will be conducted to support the on-orbit availability of UHF narrowband systems. The MUOS program is the next-generation narrowband satellite constellation that will replace the UFO constellation. The program completed the Component Advanced Development (CAD) and Preliminary Design (PD) phases; and is currently operating in the Complete Design (CD) phase. A single Contractor will design, build, test and deliver the first two spacecraft to the Government for subsequent launch onboard an Evolved Expendable Launch Vehicle (EELV), and then conduct on-orbit testing to ensure the MUOS system meets the specified requirements before final acceptance by the Government. Follow-on options are available to procure the remainder of the MUOS constellation during the Acquisition and Operational Support phase.

3.0 SCOPE

The purpose of this Task Order is to provide the PEO Space Systems and PMW 146 an integrated Contractor team with the competency, capacity and capability to provide the full range of program and acquisition management, business, financial management and logistics management support services. Task Order services required span from subject matter expertise (technical and program management) to administrative support/graphic services with skill sets

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

and experience that match the organization's need to comply with and respond to DoD, NSSAP 03-01, SPAWAR, PEO, Joint, Allied and Coalition requirements. The work activities will be performed in the following areas: Program and Acquisition Management, Business and Financial Management, and Logistics Management.

This Performance Work Statement (PWS) reflects current PEO Space Systems and PMW 146 policies and practices, allowing offerors to propose and price a solution to known requirements. As necessary, SPAWAR will modify this order to incorporate any necessary in-scope changes. Throughout the life of this order, the Contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies that, in the most economic and efficient manner, improves the MUOS system and mission performance.

4.0 APPLICABLE DIRECTIVES/DOCUMENTS

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

Document Type	No./Version	Title	Date
DOD Directive	5000.1	The Defense Acquisition System	12-May-03
DOD Directive	NSSAP 03-01	National Security Space Acquisition Policy	6-Oct-03
DOD Instruction	5000.2	Operation of the Defense Acquisition System	3 May 04
DOD Instruction	5200.4	DoD Information Technology Security Certification and Accreditation Process (DITSCAP)	30-Dec-97
DOD Regulation	5000.2-R	Mandatory Procedures for Major Defense Acquisition Programs	5-Apr-02
OPNAVINST	1500.76	Navy Training System Requirements, Acquisition, and Management	21-Jul-98
SECNAVINST	5000.2C	Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System	19-Nov-03
SECNAVINST	5420.188E	Acquisition Category Program Decision Process	11-Dec-97
SPAWAR/PEO-C4I & Space	V 2.0	Acquisition Program Structure Guide	2-Jul-04
SPAWARINST	4000.10A	Integrated Logistics Support Plans (ILSPs) and Operations Logistics Support Summaries (OLSSs) for Electronic Systems	1-Jun-81

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

		and Equipment	
Federal Law	Title 10 USC	Military Services	
Federal Law	Title 31 USC		
OMB Circular	A-11	Preparation, Submission and Execution of the Budget	16 Jul 04
Federal Regulation	Title 48 CFR, Chapter 1	The Federal Acquisition Regulation	28 Jan 04
DoD Regulation	Title 48 CFR, Chapter 2	Defense Federal Acquisition Regulation Supplement	15 Dec 03
DoD Regulation	7000.14	Financial Management Regulations	
Navy Regulation	NAVSO P- 1000	DoN Financial Management Policy Manual	
Navy Manual		DoN Budget Guidance Manual	
SPAWAR Manual		SPAWAR Business Financial Manager's Manual	
Guidance		Information Assurance Strategy Template for Submission by Acquisition Program Managers, DoN CIO Guidance	
SPAWARINST	5721.1	Electronic and Information Technology (EIT) Section 508 Accessibility Standards	
Regulation	JTR	DoD Civilian Personnel Travel	1 Apr 2004
SPAWARINST	7720.4C	Policy and Responsibilities for SPAWAR Cost Estimating & Analysis	2 Aug 2004
DoD Manual	5000.4M	Cost Analysis Guidance and Procedures	Dec 1992
DoD Guide		DoD Earned Value Management Implementation Guide	3 Oct 1997
DoD Manual		DoD Contractor Cost Data Reporting Manual	16 Apr 1999
SPAWARINST	5000.19C	Earned Value Management Requirements for SPAWAR Contracts and Task Statement	20 Jul 2001
SPAWAR Policy		SPAWAR Standard Reports Policy	7 Jul 2004
SPAWAR		SPAWAR Global Work Breakdown Structure	
SPAWARINST	7301.1A	Triannual Reviews of Commitments and Obligations	9 Oct 2002
PEO Space Systems		PEO Space Systems Policies and Procedures	
PMW 146		PMW 146 internal policies and procedures	

5.0 PERFORMANCE REQUIREMENTS

The Contractor shall perform the following tasks in accomplishing the requirements of this Task Order (TO). The Contractor shall provide timely assistance to meet program emergent requirements as requested by the PEO Space Systems staff, the PMW 146 Program Manager or other properly designated authority. In the performance of the following support, the Contractor is expected to demonstrate a thorough understanding of the principles of Lean Six Sigma and to actively apply those principles in the execution of the assigned tasks.

5.1 PEO Space Systems

5.1.1 Management Support (RDT&E,N)

5.1.1.1 In support of its role in the oversight of the acquisition of the MUOS program, the PEO Space Systems requires the Contractor to provide management support services to assist the PEO Space Systems staff in the preparation and maintenance of administrative and management data, project schedules, action items, progress/special reports, supporting documentation, and management reviews. The Contractor shall create and submit the required data, schedules, action item reports and reviews within the prescribed deadlines and shall have at least a 98% degree of accuracy. The Contractor shall use creative solutions for the design of the document formats, approaches and deliverables.

5.1.2 Strategic Planning Support (RDT&EN)

5.1.2.1 In support of its role in the oversight of the acquisition of the MUOS program, the PEO Space Systems requires the Contractor to assist the PEO Space Systems in the implementation of various strategic planning initiatives. For example: High Performance Organization, Balanced Scorecard, SPAWAR Business Plan, Competency Aligned Organization, the Naval NETWAR/FORCEnet Enterprise, and Lean Six Sigma (LSS). Specific efforts include the preparation of the annual Business Plan, the Communication Plan, the LSS Implementation and Execution Plans, the Strategic Plan, and the Annual Report. When called upon to provide support in the above areas, the Contractor shall provide individuals who are experts in the particular field, e.g., extensive experience in the implementation of a Balanced Scorecard.

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

5.1.3 Business and Financial Management Support (RDT&EN)

5.1.3.1 The Contractor shall provide a subject matter expert to assist the PEO Space Systems in the oversight of the MUOS program earned value management (EVM) process. Expertise in the use of EVM for DoD space programs is highly desirable.

5.1.3.2 The contractor shall assist PEO Space Systems in documenting and evaluating various types of financial data associated with the MUOS program. The Contractor shall provide expertise in the design and execution of various documents using Microsoft Office tools such as Excel, Access, PowerPoint, and Project. As requested by the PEO Business Financial Manager (BFM), the contractor will assist in preparing various financial reports and evaluations.

5.1.4 Management Support (O&MN)

5.1.4.1 The Contractor shall provide management support services to assist the PEO Space Systems staff in the preparation and maintenance of administrative and management data, project schedules, action items, progress/special reports, supporting documentation, and management reviews. The Contractor shall create and submit the required data, schedules, action item reports and reviews within the prescribed deadlines and with a 98% degree of accuracy. The Contractor shall show creativity in formatting the various documents and innovation in providing solutions to the design of the approaches and deliverables.

5.1.5 Strategic Planning Support (O&MN)

5.1.5.1 The Contractor shall assist the PEO Space Systems in the implementation of various strategic planning initiatives. For example: High Performance Organization, Balanced Scorecard, SPAWAR Business Plan, Competency Aligned Organization, the Naval NETWAR/FORCEnet Enterprise, and Lean Six Sigma (LSS). Specific efforts include the preparation of the annual Business Plan, the Communication Plan, the LSS Implementation and Execution Plans, the Strategic Plan, and the Annual Report. When called upon to provide support in the above areas, the Contractor shall provide individuals who are experts in the particular field, e.g., extensive experience in the implementation of a Balanced Scorecard.

5.1.6 Business and Financial Management Support (O&MN)

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

5.1.6.1 The contractor shall assist PEO Space Systems in documenting and evaluating various types of financial data associated with the MUOS program. The Contractor shall provide expertise in the design and execution of various documents using Microsoft Office tools such as Excel, Access, PowerPoint, and Project. As requested by the PEO Business Financial Manager (BFM), the contractor will assist in preparing various financial reports and evaluations.

5.2 Mobile User Objective System (MUOS) and Hosted Payload

5.2.1 Program Management Support (FY08 OCF RDT&E, RDT&E,N)

5.2.1.1 The Contractor shall provide administrative front office support, and program management support services to assist the PMW 146 Program Manager and staff in the preparation and maintenance of administrative and management data, project schedules, action items, progress/special reports and supporting documentation, and management reviews. The Contractor shall create and submit the required data, schedules, action items reports and reviews as assigned.

5.2.1.2 The Contractor shall assist in the planning and development of all program documentation for program milestones required by NSSAP 03-01 or applicable acquisition policy. The Contractor shall develop draft documents as required and provide updates incorporating comments as provided by the program office. Documents shall be technically correct, prepared in the prescribed format and be free of typographical and grammatical errors.

5.2.1.3 The Contractor shall prepare and maintain PMW 146 program metrics. Program metrics shall be available to the Program Manager and staff within the prescribed deadline and shall be accurate at least 98% of the time.

5.2.1.4 The Contractor shall plan and prepare acquisition reporting documents submitted to PEO Space Systems, ASN RDA, OSD, and Congress in accordance with applicable acquisition policy documents (e.g. NSSAP 03-01 DOD 5000, DOD 5000.1, DOD 5000.2, DOD 5000.2-R, SECNAVINST 5000.2C and SECNAVINST 5420.188E, SPAWAR Acquisition Program Structure Guide). Documents include Acquisition Strategy, Integrated Program Summary (IPS) and Acquisition Program Baseline (APB). Documents also include those submitted on a regular basis such as the Defense Acquisition Executive Summary (DAES), ASN(RD&A) Dashboard,

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

and Selected Acquisition Report (SAR). All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.2.1.5 In accordance with NSSAP 03-01, the Contractor shall host and support as required an Independent Program Assessment (IPA) Team which will conduct an assessment of the MUOS program. The Contractor shall provide all necessary documentation and facilities required by the IPA Team.

5.2.1.6 The Contractor shall provide analyses of MUOS and Hosted Payload data to assist PMW 146 in programmatic and business management support of MUOS and Hosted Payload. These tasks include use of the advanced features in Microsoft Office or other types of software to perform data and statistical analysis of information and the ability to transform this information into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the requestor.

5.2.1.7 The Contractor shall prepare draft impact statements, reclaims, and responses to inquiries for signature and release. The Contractor shall develop these documents within the time required to support program of record, PEO Space Systems, SPAWAR, CNO, GAO, DOD, and other organizations' schedules. Documentation shall be prepared in accordance with impact statement, reclama, and inquiry response guidance, be free of errors, omissions and mistakes and provided to the requestor in time to meet the schedules assigned by higher echelon activities.

5.2.1.8 The Contractor shall provide technical and program planning support for various meetings, conferences, and working groups within the time schedule determined by the requestor.

5.2.1.9 The Contractor shall assist in the planning and development of acquisition and contracting documents using the Standard Procurement System (PD2) where applicable. Documents include: Procurement and Modification Requests (PR/MR), Statements of Work, Statements of Objectives, Performance Work Statements, Technical Directives, Contract Data Requirements Lists (CDRLs); summary tracking and status reports; and Procurement Change Board documentation and briefings. All acquisition documents shall be completed within the assigned due dates.

5.2.1.10 The Contractor shall provide support to the program office's Program Management Toolbox. Support shall include providing functionality upgrades and software corrections. Upgrades and corrections shall be provided as identified and within the assigned due dates.

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

5.2.1.11 The Contractor shall provide Risk Management support to the program office in accordance with the approved Risk Management Plan. The contractor shall provide a Risk Manager to help identify, update, and report all program related risk. The Contractor shall maintain the risk database, coordinate risk with the MUOS Prime Contractor and Hosted Payload Prime Contractor, attend weekly risk meetings and provide a monthly risk report-briefing to the Program Manager in the requested format and within the requested timeframe.

5.2.1.12 The Contractor shall provide integrated master scheduling (IMS) support to the MUOS program. The IMS support shall include developing and maintaining a MUOS IMS, developing an Enterprise IMS, reporting weekly to the PM on the status of upcoming/past events, supporting the MUOS Acquisition Council in reviewing, analyzing, and updating the MUOS Enterprise IMS, analyzing the MUOS Prime IMS, coordinating with the PMW 146 Division Directors key tasks and events. The Contractor shall update all IMS within 24 hours of receiving a change, and provide accurate, up-to-date schedules within four hours of an authorized request.

5.2.1.13 The Contractor shall provide support to the program office to manage all documents and major decisions made by the program office. This support shall include establishing and maintaining a library in the program office of all documents, ensuring each document is developed in accordance with the program office policies and follows the established process for final approval, ensuring each document is correctly stored and accessible for future reference, and maintaining a database of all documents and major decisions for the program. The Contractor shall properly file all documents and update the document database within twenty-four hours of receipt at least 95% of the time.

5.2.1.14 In accordance with DoD policies, the Contractor shall host and support as required Source Selection activities in support of Hosted Payload program. The Contractor shall provide all necessary documentation, hardware, software, and facilities required to support the Source Selection process.

5.2.2 Acquisition and Production Manager Support (WP,N)

5.2.2.1 The contractor shall provide acquisition manager support for acquisition, production, implementation and integration in support of the MUOS procurement program. The contractor shall prepare, coordinate, and assemble technical data for procurement documentation backup; conduct review and evaluation of production design data and documentation; deliver technical

PEO Space Systems and PMW 146 Program Management Support Services Performance Work Statement

reports on production status, preparation of technical briefing materials and technical reports. The contractor shall monitor contract deliverables, and procurement documentation prepared by hardware contractors and submit technical reports related to production delivery and scheduling. Work will be performed at contractor facilities, on-site, and during travel in support of designated activities integral to the production of MUOS.

5.2.2.2 The contractor shall provide inputs and data for procurement/production strategies and acquisition manager planning in support of the MUOS procurement. The contractor shall provide project production plans, production scheduling tool, and technical reports to effectively support production tracking. Utilizing existing models, provide technical assistance to support various acquisition and production scenarios.

5.2.3 Program Management Support (O&M,N)

5.2.3.1 The Contractor shall provide administrative front office support, and project management support services to assist the PMW 146 Program Manager and staff in the preparation and maintenance of administrative and management data, project schedules, action items, progress/special reports and supporting documentation, and management reviews. The Contractor shall create and submit the required data, schedules, action items reports and reviews as assigned.

5.2.3.2 The Contractor shall assist in the planning and preparation of all program documentation required to support the MUOS system and Hosted Payload while in operational status. The Contractor shall generate draft documents as required and provide updates incorporating comments as provided by the program office. Documents shall be technically correct, prepared in the prescribed format and be free of typographical and grammatical errors.

5.2.3.3 The Contractor shall prepare and maintain PMW 146 program metrics as required. Program metrics shall be available to the Program Manager and staff within the prescribed deadline and shall be accurate at least 98% of the time.

5.2.3.4 The Contractor shall provide analyses of MUOS and Hosted Payload data to assist PMW 146 in programmatic and business management support of the MUOS and Hosted Payload. The Contractor shall provide expertise in the design and execution of various documents using Microsoft Office tools such as Excel, Access, PowerPoint, and Project. The Contractor shall perform data and statistical analysis of information and demonstrate the ability to transform this

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

information into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the requestor.

5.2.3.5 The Contractor shall prepare draft impact statements, reclamation, and responses to inquiries for signature and release. The Contractor shall develop these documents within the time required to support program of record, PEO Space Systems, SPAWAR, CNO, GAO, DOD, and other organizations' schedules. Documentation shall be prepared in accordance with impact statement, reclamation, and inquiry response guidance, be free of errors, omissions and mistakes and provided to the requestor in time to meet the schedules assigned by higher echelon activities.

5.2.3.6 The Contractor shall provide technical and program planning support for various meetings, conferences, and working groups within the time schedule determined by the requestor.

5.2.3.7 The Contractor shall assist in the planning and preparation of contracting documents using the Standard Procurement System (PD2) where applicable. Documents include: Procurement and Modification Requests (PR/MR), Statements of Work, Statements of Objectives, Performance Work Statements, Technical Directives, Contractor Data Requirements Lists (CDRLs); summary tracking and status reports; and Procurement Change Board documentation and briefings. All documentation shall be completed within the assigned due dates.

5.2.3.8 The Contractor shall provide support to the program office Program Management Toolbox. Support shall include providing functionality upgrades and software corrections. Upgrades and corrections shall be provided as identified and within the assigned due dates.

5.2.3.9 The Contractor shall provide support to the program office to manage all documents and major decisions made by the program office. This support shall include establishing and maintaining a library in the program office of all documents, ensuring each document is developed in accordance with the program office policies and follows the established process for final approval, ensuring each document is correctly stored and accessible for future reference, and maintaining a database of all documents and major decisions for the program. The Contractor shall properly file all documents and update the document database within twenty-four hours of receipt at least 98% of the time.

5.2.4 Business, Financial Management and Cost Estimating Support (FY08 OCF RDT&E, RDT&E,N)

5.2.4.1 The Contractor shall provide PMW 146 Business, Financial Manager (BFM) and cost estimating support services to assist in the preparation and maintenance of: (1) budget submissions and execution status, (2) program planning and guidance documents, (3) earned value management, and (4) other program financial documentation. All tasking assigned shall be completed within the time schedule assigned by the requestor and in accordance with PEO Space Systems and PMW 146 BFM/cost estimating standards.

5.2.4.2 The Contractor shall assist the Program Office in the preparation of program risk (uncertainty) and sensitivity/analyses, required metrics tracking, and other cost-related reporting and documentation requirements per NSSAP 03-01, DoD Directive 5000.1, DoDI 5000.2, SECNAVINST 5000.2C, and SPAWARINST 7720.4C. This effort is to be performed annually, or at the request of the Milestone Decision Authority.

5.2.4.3 The Contractor shall update CAIV plans, per DoD Directive 5000.1, NSSAP 03-01, and SPAWARINST 7720.4C, as necessary.

5.2.4.4 The Contractor shall prepare economic analyses and program evaluations to support selection of cost effective alternatives for program milestones in accordance with DoD Directive 5000.1 and SPAWARINST 7720.4C.

5.2.4.5 For Build Approval Milestone decision, the Contractor shall prepare risk mitigation/management plans and associated costs in accordance with DoD Directive 5000.1 and DoDI 5000.2 and NSSAP 03-01.

5.2.4.6 The Contractor shall assist programs in the preparation of Acquisition Program Baseline (APBs) per DoD Directive 5000.1 and DoDI 5000.2 at Build Approval Milestone and FRP DR, or update as necessary.

5.2.4.7 The Contractor shall support milestone decision planning, documentation, and reviews with higher echelon organizations, including Assistant Secretary of the Navy (ASN), the OSD Cost Analysis Improvement Group (CAIG), and other DoD-wide Cost Working Groups, as required.

5.2.4.8 The Contractor shall assist PMW 146 in the development, justification, and defense of the MUOS program and Hosted Payload budget; development/preparation of issue

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

papers/reclamas and responses to Naval Comptroller (NAVCOMPT), Office of the Secretary of Defense (OSD), Government Accounting Office (GAO) and congressional inquiries regarding the MUOS budget and financial matters. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor.

5.2.4.9 The Contractor shall assist PMW 146 in the development of annual spend plans detailing appropriations, projects, activities, development and tracking of appropriation initiation, obligation, execution, and reconciliation of funding. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor and submitted no later than the assigned delivery date.

5.2.4.10 The Contractor shall provide PMW 146 with comprehensive analysis and administration of the MUOS and Hosted Payload financial data and assist in the planning, coordination, execution, and tracking of program funds. The Contractor shall prepare and submit the required analyses as required to support the PMW 146 Program Manager.

5.2.4.11 The Contractor shall have knowledge of and provide support for SPAWAR corporate financial databases (e.g., FMIS2000, IRAPS and SAP).

5.2.4.12 The Contractor shall provide financial documentation that adheres to fiscal law for various appropriations.

5.2.4.13 The Contractor shall assist PMW 146 with the preparation/coordination of Program Objectives Memoranda (POM) and Program Reviews. The Contractor shall prepare and coordinate POM/Program Review exhibits within the time required to support the program of record schedules. Documentation shall be prepared in accordance with the POM/Program Review exhibit guidance and submitted in time to meet the due dates assigned by higher echelon activities.

5.2.4.14 The Contractor shall assist in the preparation and maintenance of Work Breakdown Structures (WBS) and cost estimates/models. Documentation shall be prepared in accordance with WBS and cost estimates/models guidance provided by the requestor and submitted within the time required to support the program of record schedules.

5.2.4.15 The Contractor shall assist in the review and analysis of MUOS contractor earned value management data and prepare summary reports on findings and recommendations. All work

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.2.4.16 The Contractor shall assist in the review and analysis of cost proposals prepared by the MUOS prime contractor for Engineering Change Proposals (ECPs) and prepare summary reports on findings and recommendations. All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.2.5 Business, Financial Management and Cost Estimating Support (O&M,N)

5.2.5.1 The Contractor shall provide PMW 146 Business, Financial Manager (BFM) and cost estimating support services to assist in the preparation and maintenance of: budget submissions and execution status, program planning and guidance documents, and other program financial documentation. All tasking assigned shall be completed within the time schedule assigned by the requestor and in accordance with PEO Space Systems and PMW 146 BFM/cost estimating standards.

5.2.5.2 The Contractor shall assist PMW 146 in the development, justification, and defense of the MUOS program and Hosted Payload budget; development/preparation of issue papers/reclamas and responses to Naval Comptroller (NAVCOMPT), Office of the Secretary of Defense (OSD), Government Accounting Office (GAO) and congressional inquiries regarding the MUOS budget and financial matters. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor.

5.2.5.3 The Contractor shall assist PMW 146 in the development of annual spend plans detailing appropriations, projects, activities, development and tracking of appropriation initiation, obligation, execution, and reconciliation of funding. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor and submitted no later than the assigned delivery date.

5.2.5.4 The Contractor shall provide PMW 146 with comprehensive analysis and administration of the MUOS and Hosted Payload financial data and assist in the planning, coordination, execution, and tracking of program funds. The Contractor shall prepare and submit the required analyses as required to support the PMW 146 Program Manager and staff.

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

5.2.5.5 The Contractor shall have knowledge of and provide support for SPAWAR corporate financial databases (e.g., FMIS2000, IRAPS and SAP).

5.2.5.6 The Contractor shall provide financial documentation that adheres to fiscal law for various appropriations.

5.2.5.7 The Contractor shall assist PMW 146 with the preparation/coordination of Program Objectives Memoranda (POM) and Program Reviews. The Contractor shall prepare and coordinate POM/Program Review exhibits within the time required to support the program of record schedules. Documentation shall be prepared in accordance with the POM/Program Review exhibit guidance and submitted in time to meet the due dates assigned by higher echelon activities.

5.2.5.8 The Contractor shall assist in the review and analysis of cost proposals prepared by the MUOS prime contractor for Engineering Change Proposals (ECPs) and prepare summary reports on findings and recommendations. All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.2.6 Logistics Management Support (RDT&E,N)

5.2.6.1 The Contractor shall provide administrative/technical support services in the form of project management support to assist the PMW 146 Integrated Logistics Support Division Director in the preparation and maintenance of management data, project schedules, action items, progress/special reports, supporting documentation, and IPT reviews. The Contractor shall analyze system information derived from MUOS Integrated Product Teams (IPT) and program reviews for supportability impacts.

5.2.6.2 The contractor shall perform maintenance workload studies for all MUOS ground and space system equipment, and an initial depot source of repair analysis in accordance with Title 10 U.S. Code Sections 2464 and 2466 and report their findings. As a result of their analysis, the contractor shall complete all required documentation and provide in draft form. Additionally the contractor shall perform studies to assess system support requirements. All studies and analyses shall be provided as required and in accordance with appropriate schedules.

5.2.6.3 The Contractor shall plan and prepare support planning and reporting documents for submittal to PMW146, PEO Space Systems, OPNAV, STRATCOM NETWARCOM, NNSOC, and other program offices. in accordance; with DoD and Navy instructions and regulations to

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

include Depot Source of Repair recommendations, Business Case Analyses, manpower personnel & training analyses, human systems integration analysis, system nomenclature assignments, schedule updates and support solution recommendations. Documents include Integrated Logistics Support Plan (ILSP), Navy Training System Plan (NTSP), Logistics Requirements Funding Summary (LRFS), Man Power Estimate Report and nomenclature requests. The contractor shall review and provide comments on data deliverables (CDRLS) provided by the MUOS prime contractor,

5.2.6.4 The contractor shall utilize the MUOS PM Tool Box to access and provide comments on supportability/support, safety, environmental and related deliverables. All work shall be accomplished as required and in accordance with deliverable review schedules. The contractor shall monitor and review MUOS prime contractor supportability analysis processes and products and provide an assessment report. The report shall include an assessment of the MUOS contractor's approach, process and products. The contractor shall review all MUOS program acquisition documents to ensure system supportability and support is appropriately addressed. Documents/reports include: Test and Evaluation Master Plan (TEMP), Information Support Plan (ISP), Programmatic Environmental Safety and Occupational Health Evaluation (PESHE), Acquisition Strategy, Selected Acquisition Report (SAR), Defense Acquisition Executive Summary (DAES), and Acquisition Program Baseline (APB). The contractor shall provide the results of their review in the form of comments. Work products shall be provided within the time schedule assigned by the requester.

5.2.7 Integrated Logistics Support (WP,N)

5.2.7.1 The contractor shall provide updates, inputs and recommendations regarding Integrated Logistics Support (ILS) planning documentation for the MUOS procurement program as a result of Engineering Change Proposals (ECPs). Contractor shall provide recommendations regarding support product changes to technical manuals, and CBT (Computer Based Training (CBT) products necessary to support the ECPs for MUOS. Contractor shall monitor, verify and validate support requirements for production equipment, assess the impact of production configuration changes on existing support plans and products while MUOS is in production. Provide recommendations to ensure that all supportability/support planning reflects production

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

equipment configurations necessary to support program requirements for the procurement, implementation and integration of MUOS.

5.2.8 Integrated Logistics Support (O&M,N)

5.2.8.1 The Contractor shall provide administrative/technical support services in the form of project management support to assist the PMW 146 Integrated Logistics Support Division Director in the preparation and maintenance of management data, project schedules, action items resolution, progress/special reports, supporting documentation, and IPT reviews. The Contractor shall analyze system information derived from MUOS Integrated Product Teams (IPT) and program reviews for supportability impacts. As a result of their analysis, the contractor shall complete all required documentation and provide in draft form. Additionally the contractor shall perform studies to assess system support requirements. All studies and analyses shall be provided as required and in accordance with appropriate schedules. The Contractor shall plan, prepare, and update support planning and reporting documents for submittal to PMW146, PEO Space Systems, OPNAV, STRATCOM NETWARCOM, NNSOC, and other program offices. in accordance; with DoD and Navy instructions and regulations to include Depot Source of Repair process activities, Business Case Analyses , manpower personnel & training analyses, human systems integration analysis, system nomenclature assignments, schedule updates, and support solution recommendations. Documents include Integrated Logistics Support Plan (ILSP), User Logistics Support Summary (ULSS), Navy Training System Plan (NTSP), Logistics Requirements Funding Summary (LRFS), Man Power Estimate Report and nomenclature requests. The contractor shall review and provide comments on updated data deliverables (CDRLS) provided by the MUOS prime contractor. Contractor shall provide input/comments to program documents/reports including: Selected Acquisition Report (SAR), Defense Acquisition Executive Summary (DAES), and Acquisition Program Baseline (APB). The contractor shall provide the results of their review in the form of comments. Work products shall be provided within the time schedule assigned by the requester. Travel is required as requested by PMW 146.

5.3 UFO/LEASAT

5.3.1 Program Management (O&M,N)

5.3.1.1 The Contractor shall provide administrative front office support to PMW 146, which provides project management support services to assist the PMW 146 Program Manager, UFO APM, and staff in the preparation and maintenance of management data, project schedules, action items, progress/special reports and supporting documentation, and management reviews. The Contractor shall create and submit the required data, schedules, action items reports and reviews as directed

5.3.1.2 The Contractor shall prepare and maintain PMW 146 program metrics as required. Program metrics shall be available to the Program Manager and staff within four (4) hours of a request and shall be accurate at least 98% of the time.

5.3.1.3 The Contractor shall provide analyses of UFO/LEASAT data to assist PMW 146 in programmatic and business management support of UFO/LEASAT. These duties include performing data and statistical analysis of information and transforming this information into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the requestor.

5.3.1.4 The Contractor shall prepare draft impact statements, reclamation, and responses to inquiries for signature and release. The Contractor shall develop these documents within the time required to support program of record, PEO Space Systems, SPAWAR, CNO, GAO, DOD, and other organizations' schedules. Documentation shall be prepared in accordance with impact statement, reclamation, and inquiry response standards, be free of errors, omission and mistakes and provided to the requestor in time to meet the schedules assigned by higher echelon activities.

5.3.1.5 The Contractor shall provide technical and program planning support for various meetings, conferences, and working groups within the time schedule determined by the requestor

5.3.1.6 The Contractor shall assist in the planning and development of contracting documents using the AMAS system where applicable. All acquisition documents shall be completed within the assigned due dates. Documents include: Procurement and Modification Requests (PR/MR), Statements of Work, Statements of Objectives, and Performance Work Statements.

5.3.2 Acquisition and Production Manager Support (WP,N)

5.3.2.1 The contractor shall provide acquisition manager support for acquisition, implementation and integration efforts in support of the procurement program for UFO TT&C. The contractor shall prepare, coordinate, and assemble technical data for procurement documentation backup; deliver production progress reports, preparation of technical briefing materials and technical reports. The contractor shall monitor contract deliverables, and procurement documentation prepared by hardware contractors and submit technical reports related to delivery and scheduling. Work will be performed at contractor facilities, on-site, and during travel in support of designated activities integral to the terminal procurement for the UFO TT&C program.

5.3.2.2 The contractor shall provide inputs and data for procurement strategies and acquisition manager planning in support of the UFO TT&C procurement. The contractor shall provide project procurement plans, and technical reports to effectively support procurement tracking.

5.3.3 Business, Financial Management and Cost Estimating Support (O&M,N)

5.3.3.1 The Contractor shall provide PMW 146 Business, Financial Management (BFM) and cost estimating support services to assist in the preparation and maintenance of: (1) budget submissions and execution status, (2) program planning and guidance documents, (3) earned value management, and (4) other program financial documentation as required. All tasking assigned shall be completed within the time schedule assigned by the requestor and in accordance with PEO Space Systems and PMW 146 BFM/cost estimating standards.

5.3.3.2 The Contractor shall assist in the development, justification, and defense of the UFO program budgets; development/preparation of issue papers/reclamas and responses to Naval Comptroller (NAVCOMPT), Office of the Secretary of Defense (OSD), Government Accounting Office (GAO) and congressional inquiries regarding UFO budget/financial matters. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor.

5.3.3.3 The Contractor shall assist in the development of annual spend plans detailing appropriations, projects, activities, development and tracking of appropriation initiation, obligation, execution, and reconciliation of funding. All work products produced and delivered

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor and submitted no later than the assigned delivery date.

5.3.3.4 The Contractor shall provide comprehensive analysis and administration of UFO financial data and assist in the planning, coordination, execution, and tracking of program funds. The Contractor shall prepare and submit the required analyses as required to support the PMW 146 Program Manager.

5.3.3.5 The Contractor shall have knowledge of and provide support for SPAWAR corporate financial databases (e.g., FMIS2000, IRAPS and SAP).

5.3.3.6 The Contractor shall provide expert advice and guidance to PMW 146 with respect to appropriation law for O&MN funds.

5.3.3.7 The Contractor shall assist PMW 146 with the preparation/coordination of Program Objectives Memoranda (POM) and Program Reviews . The Contractor shall prepare and coordinate POM/Program Reviews exhibits within the time required to support the program of record schedules. Documentation shall be prepared in accordance with the POM/PR exhibit standards and submitted in time to meet the due dates assigned by higher echelon activities.

5.3.3.8 The Contractor shall assist in the preparation and maintenance of Work Breakdown Structures (WBS) and cost estimates/models. Documentation shall be prepared in accordance with WBS and cost estimates/models standards provided by the requestor and submitted within the time required to support the program of record schedules.

6.0 DELIVERABLES

6.1 The Contractor shall provide monthly status reports by the 10th day of the month following the performance period. Format and other delivery requirements are provided in the Contract Data Requirements List (CDRL) in the basic contract. All remaining deliverables are cited in applicable performance requirements section 5.0.

7.0 QUALITY ASSURANCE

The Contractor will be evaluated on their performance on each task identified in Section 5.0 Performance Requirements. These tasks, and associated subtasks, will be evaluated in accordance with the Award Fee (AF) plan for this contract. Specifically, the performance

**PEO Space Systems and PMW 146 Program Management Support Services
Performance Work Statement**

requirements identified for this TO's tasks and subtasks are related/linked to the AF Plan evaluation criteria of cost control, technical effectiveness, schedule performance, customer satisfaction and small business subcontracting performance. The AF evaluation process, consisting of this TO's performance requirements, the AF Plan's evaluation criteria, performance standards and AF incentives, constitutes the government Quality Assurance Plan (QAP). PEO Space Systems, PMW 146, performance monitors will use the QAP to evaluate the Contractor's TO performance.

8.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide the necessary property to those Contractor employees working at the Government's facility, including NMCI seats, desks, chairs, desk phones, copiers, printers and FAX machines for the performance of this Task Order. The Government will provide MUOS/UFO/LEASAT/Hosted Payload/SKYNET program information for the performance of this Task Order via the Program Manager Tool Box. The Government will provide available computer hardware and software in support of Source Selection process activities.

9.0 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) ACCESS TO OTHER CONTRACTOR'S PROPRIETARY DATA

To perform the tasks specified in this PWS, the Prime Contractor (or Subcontractor) will require 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 paragraph (d) of the Special Contract Requirement entitled "H-3 Organizational Conflict of Interest" incorporated in Section H of the contract and (ii) furnishes a copy of such agreement to the Contracting Officer.

10.0 SECURITY REQUIREMENTS

The nature of this task 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, all outgoing Country/Theater clearance message requests shall be submitted to the SSC SD foreign travel team, OTC2, Rm 1656 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel to initiate the release of a clearance message at least 35 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure.

11.0 NAVY MARINE CORPS INTRANET (NMCI)

The nature of this task does not require the Contractor to procure NMCI seats for personnel working at the Contractor site. As appropriate, the Government will provide NMCI seats for those contractor personnel working at the Government site on a full-time basis.

12.0 BEST PRACTICES

Work performed by the Contractor shall provide support to PMW and SPAWAR command-level “Best Practices” principles incorporated in the SPAWAR Program Manager’s Toolkit Acquisition Support Office Guides (1) Acquisition Program Structure Guide; (2) Contract Management Process Guide; (3) Program Manager’s Handbook; (4) SPAWAR Business Financial Managers Manual; (6) Scheduling Guide.

13.0 TECHNICAL POINT OF CONTACT

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