

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U		PAGE OF PAGES 1 2											
2. AMENDMENT/MODIFICATION NO. 21		3. EFFECTIVE DATE 18-Oct-2013		4. REQUISITION/PURCHASE REQ. NO. 1300383659											
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE											
SPAWAR HQ 4301 Pacific Highway San Diego CA 92110		N00039		S2404A											
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)											
CAGE CODE 17038		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-NS13											
				10B. DATED (SEE ITEM 13) 01-Oct-2006											
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS															
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> 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.</p>															
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.															
<table><tr><td>(*)</td><td>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.</td></tr><tr><td><input type="checkbox"/></td><td></td></tr><tr><td><input type="checkbox"/></td><td>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).</td></tr><tr><td><input type="checkbox"/></td><td>C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:</td></tr><tr><td><input checked="" type="checkbox"/></td><td>D. OTHER (Specify type of modification and authority) FAR 52.232-22 - Limitation of Funds (APR 1984)</td></tr></table>						(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.	<input type="checkbox"/>		<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).	<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 - Limitation of Funds (APR 1984)
(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.														
<input type="checkbox"/>															
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).														
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:														
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 - Limitation of Funds (APR 1984)														
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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) 			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A Dimla, Contracting Officer												
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED 18-Oct-2013		16B. UNITED STATES OF AMERICA BY /s/Patrick A Dimla (Signature of Contracting Officer)											
				16C. DATE SIGNED 18-Oct-2013											
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE			30-105 STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243												

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GENERAL INFORMATION

1. The purpose of this modification is to deobligate funds from the CLINs listed below.

2. Accordingly, said Task Order is modified as follows:

The total amount of funds obligated to the task is hereby decreased from \$1,934,684.00 by \$38,415.79 to \$1,896,268.21.

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
1001/02/AB	See FAD	182,000.00	(2,936.90)	179,063.10
1101/03/AF	See FAD	70,100.00	(1,756.30)	68,343.70
1201/01/AH	RDT&E	255,000.00	(10,819.13)	244,180.87
1301/03/AL	RDT&E	142,600.00	(2,445.01)	140,154.99
1401/05/AT	RDT&E	92,700.00	(5,082.74)	87,617.26
3002/01/AB	See FAD	17,000.00	(159.41)	16,840.59
3101/01/AD	See FAD	16,000.00	(5,272.66)	10,727.34
3201/01/AH	RDT&E	15,000.00	(92.02)	14,907.98
3301/03/AM	RDT&E	9,100.00	(385.93)	8,714.07
3402/01/AP	RDT&E	5,000.00	(1,948.74)	3,051.26
3402/02/AS	RDT&E	15,000.00	(6,097.43)	8,902.57
3402/03/AT	RDT&E	2,000.00	(1,419.52)	580.48

The total value of the order is hereby increased from \$2,285,723.00 by \$0.00 to \$2,285,723.00.

3. Sections B and G are modified accordingly.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
1001	B550	Labor Base-Year (TBD)	1.0	LO			\$448,200.00
100101	B550	ACRN AA (TBD)					
100102	B550	ACRN AB (Deob \$2,936.90 per PR 1300383659 Mod 21) (TBD)					
100103	B550	ACRN AC (TBD)					
1101	B550	Labor - Option 1 (TBD)	1.0	LO			\$390,680.00
110101	B550	ACRN AD (TBD)					
110102	B550	ACRN AE (TBD)					
110103	B550	ACRN AF (Deob \$1,756.30 per PR 1300383659 Mod 21) (TBD)					
110104	B550	ACRN AG (TBD)					
1201	B550	Labor - Option 2 (TBD)	1.0	LO			\$403,509.00
120101	B550	Incremental Funding - ACRN AH (Deob \$10,819.13 per PR 1300383659 Mod 21) (RDT&E)					
1301	B550	Labor - Option 3 (TBD)	1.0	LO			\$416,775.00
130101	B550	Incremental Funding - ACRN AJ (O&MN,N)					
130102	B550	Incremental Funding - ACRN AK (O&MN,N)					
130103	B550	Incremental					

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Funding - ACRN AL
(Deob' \$7,400 per
mod 17/ PR#
1300199967)
(Deob \$2,445.01
per PR 1300383659
Mod 21) (RDT&E)

1401	B550	Labor - Option 4 (TBD)	1.0	LO			\$361,559.00
140101	B550	Incremental Funding - ACRN AN (RDT&E)					
140102	B550	Incremental Funding - ACRN AQ (RDT&E)					
140103	B550	Incremental Funding - ACRN AR (RDT&E)					
140104	B550	Incremental Funding - ACRN AS (RDT&E)					
140105	B550	Incremental Funding - ACRN AT (Deob \$5,082.74 per PR 1300383659 Mod 21) (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	----	----	-----
3001	B550	Base-Year - Code 05 ODC & Travel in support of CLIN 1001. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$24,000.00
300101	B550	Incremental Funding - ACRN AA (TBD)			
3002	B550	Base-Year - Sea Warrior ODC & Travel in support of CLIN 1001. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$35,000.00

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300201	B550	Incremental Funding - ACRN AB (Deob \$159.41 per PR 1300383659 Mod 21) (TBD)			
3101	B550	Option 1 - Code 05 ODC & Travel in support of CLIN 1101. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$16,000.00
310101	B550	ACRN AD (Deob \$5,272.66 per PR 1300383659 Mod 21) (TBD)			
3102	B550	Option 1 - Sea Warrior ODC & Travel in support of CLIN 1101. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$35,000.00
310201	B550	ACRN AE (TBD)			
3201	B550	Option 2 - Code 05 ODC & Travel in support of CLIN 1201. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$16,000.00
320101	B550	Incremental Funding - ACRN AH (Deob \$92.02 per PR 1300383659 Mod 21) (RDT&E)			
3202	B550	Option 2 - Sea Warrior ODC & Travel in support of CLIN 1201. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$35,000.00
3301	B550	Option 3 - Code 05 ODC & Travel in support of CLIN 1301. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$26,000.00
330101	B550	Incremental Funding - ACRN AJ			

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(O&MN,N)

330102 B550 Incremental
Funding - ACRN AK
(O&MN,N)

330103 B550 Incremental
Funding - ACRN AM
(Deob' \$1,900 per
mod 17/ PR#
1300199967)
(Deob 385.93 per
PR 1300383659 Mod
21) (RDT&E)

3302	B550	Option 3 - Sea Warrior ODC & Travel in support of CLIN 1301. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$35,000.00
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3401	B550	Option 4 - Code 05 ODC & Travel in support of CLIN 1401. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$8,000.00
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3402	B550	Option 4 - Sea Warrior ODC & Travel in support of CLIN 1401. G & A only. Non-fee bearing. (TBD)	1.0	LO	\$35,000.00
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340201 B550 Incremental
Funding - ACRN
AP
(Deob \$1,948.74
per PR 1300383659
Mod 21) (RDT&E)

340202 B550 Incremental
Funding - ACRN
AS
(Deob \$6,097.43
per PR 1300383659
Mod 21) (RDT&E)

340203 B550 Incremental
Funding - ACRN
AT
(Deob \$1,419.52
per PR 1300383659
Mod 21) (RDT&E)

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B-1 ADDITIONAL SLINS

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

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

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

CLIN / FIXED FEE / STAFF HOURS / FEE PERCENTAGE

1001 /		/ 4,549 /	
1101 /		/ 3,920 /	
1201 /		/ 3,920 /	
1301 /		/ 3,920 /	
1401 /		/ 3,291 /	

B-3 LIMITATION OF LIABILITY - INCREMENTAL FUNDING

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

(b) The amounts presently available and allotted to this contract for payment of cost and fee are as follows:

ITEM(S) / AMOUNT ALLOTTED

1001 /	
1101 /	
1201 /	
1301 /	
1401 /	
3001 /	
3002 /	
3101 /	
3102 /	
3201 /	
3301 /	
3402 /	

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

(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement:

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.

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

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

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

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

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to 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

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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 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this task order those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 180 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

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

(d) List of Key Personnel

NAME/TASK ORDER LABOR CATEGORY

██████████ / Senior Program Management Specialist

██████████ / Deputy Program Manager

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

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1001	10/1/2006 - 9/30/2007
1101	10/1/2007 - 9/30/2008
1201	10/1/2008 - 9/30/2009
1301	10/1/2009 - 9/30/2010
1401	10/1/2010 - 9/30/2011
3001	10/1/2006 - 9/30/2007
3002	10/1/2006 - 9/30/2007
3101	10/1/2007 - 9/30/2008
3102	10/1/2007 - 9/30/2008
3201	10/1/2008 - 9/30/2009
3202	10/1/2008 - 9/30/2009
3301	10/1/2009 - 9/30/2010
3302	10/1/2009 - 9/30/2010
3401	10/1/2010 - 9/30/2011
3402	10/1/2010 - 9/30/2011

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1001	10/1/2006 - 9/30/2007
1101	10/1/2007 - 9/30/2008
1201	10/1/2008 - 9/30/2009
1301	10/1/2009 - 9/30/2010
1401	10/1/2010 - 9/30/2011
3001	10/1/2006 - 9/30/2007
3002	10/1/2006 - 9/30/2007
3101	10/1/2007 - 9/30/2008
3102	10/1/2007 - 9/30/2008
3201	10/1/2008 - 9/30/2009
3202	10/1/2008 - 9/30/2009
3301	10/1/2009 - 9/30/2010
3302	10/1/2009 - 9/30/2010
3401	10/1/2010 - 9/30/2011
3402	10/1/2010 - 9/30/2011

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the

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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.

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item (A001). Submissions are due monthly by the 10th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

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

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

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

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

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

This is a Cost Plus Fixed Fee task order.

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

- (a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in

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WAWF.

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

(e) The contractor shall use the following document type, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

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

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

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
[REDACTED] -

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

[REDACTED]

Code: 2.0

Address: 4301 Pacific Highway, San Diego CA 92110

[REDACTED]

G-6 Contracting Officer's Representative

Contracting Officer's Representative

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Code: 05

Address: 4301 Pacific Hwy, San Diego, CA 92110

Accounting Data

SLINID	PR Number	Amount
100101		40000.00
LLA :		
AA SEE FAD		
100102		182000.00
LLA :		
AB SEE FAD		
300101		10000.00
LLA :		
AA SEE FAD		
300201		17000.00
LLA :		
AB SEE FAD		
BASE Funding 249000.00		
Cumulative Funding 249000.00		
MOD 01		
100101		94000.00
LLA :		
AA SEE FAD		
300101		6000.00
LLA :		
AA SEE FAD		
MOD 01 Funding 100000.00		
Cumulative Funding 349000.00		
MOD 02		
100101		35000.00
LLA :		
AA SEE FAD		
100103		27000.00
LLA :		
AC SEE FAD		
MOD 02 Funding 62000.00		
Cumulative Funding 411000.00		
MOD 03		
100101		70200.00
LLA :		
AA SEE FAD		
300101		8000.00
LLA :		
AA SEE FAD		

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MOD 03 Funding 78200.00
Cumulative Funding 489200.00

MOD 04

110101 90000.00
LLA :
AD SEE FAD

310101 10000.00
LLA :
AD SEE FAD

MOD 04 Funding 100000.00
Cumulative Funding 589200.00

MOD 05

110102 20000.00
LLA :
AE SEE FAD

310201 5000.00
LLA :
AE SEE FAD

MOD 05 Funding 25000.00
Cumulative Funding 614200.00

MOD 06

110101 114000.00
LLA :
AD SEE FAD

310101 6000.00
LLA :
AD SEE FAD

MOD 06 Funding 120000.00
Cumulative Funding 734200.00

MOD 07

110102 6284.00
LLA :
AE SEE FAD

110103 70100.00
LLA :
AF SEE FAD

110104 70000.00
LLA :
AG SEE FAD

310201 3400.00
LLA :
AE SEE FAD

MOD 07 Funding 149784.00
Cumulative Funding 883984.00

MOD 08

120101 18000.00
LLA :

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AH SEE FAD

320101 2000.00
LLA :
AH SEE FAD

MOD 08 Funding 20000.00
Cumulative Funding 903984.00

MOD 09

120101 192000.00
LLA :
AH SEE FAD

320101 8000.00
LLA :
AH SEE FAD

MOD 09 Funding 200000.00
Cumulative Funding 1103984.00

MOD 10

120101 45000.00
LLA :
AH SEE FAD

320101 5000.00
LLA :
AH SEE FAD

MOD 10 Funding 50000.00
Cumulative Funding 1153984.00

MOD 11

130101 40000.00
LLA :
AJ 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 0000000176587

330101 5000.00
LLA :
AJ 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 0000000176587

MOD 11 Funding 45000.00
Cumulative Funding 1198984.00

MOD 12

130102 1300146320 215000.00
LLA :
AK 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000372360
CIN 130014632000001

330102 1300146320 10000.00
LLA :
AK 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000372360
CIN 130014632000002

MOD 12 Funding 225000.00
Cumulative Funding 1423984.00

MOD 13

130103 1300160859 150000.00
LLA :

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AL 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000464831
CIN 130016085900001

MOD 13 Funding 150000.00
Cumulative Funding 1573984.00

MOD 14

330103 1300166668 11000.00
LLA :
AM 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000499625
CIN 130016666800001

MOD 14 Funding 11000.00
Cumulative Funding 1584984.00

MOD 15

140101 1300180775 70000.00
LLA :
AN 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A10000585500
CIN 130018077500001

340201 1300180775 5000.00
LLA :
AP 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000585500
CIN 130018077500003

MOD 15 Funding 75000.00
Cumulative Funding 1659984.00

MOD 16

140102 1300193666 90000.00
LLA :
AQ 1711319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000672951
CIN 130019366600001

MOD 16 Funding 90000.00
Cumulative Funding 1749984.00

MOD 17

130103 1300160859 (7400.00)
LLA :
AL 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000464831
CIN 130016085900001
(Deob' \$7,400 per mod 17/ PR# 1300199967)

330103 1300166668 (1900.00)
LLA :
AM 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000499625
CIN 130016666800001
(Deob' \$1,900 per mod 17/ PR# 1300199967)

MOD 17 Funding -9300.00
Cumulative Funding 1740684.00

MOD 18

140103 1300201130 9300.00
LLA :
AR 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000726028
CIN 130020113000001

MOD 18 Funding 9300.00

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Cumulative Funding 1749984.00

MOD 19

140104 1300202447 75000.00
LLA :
AS 1711319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000735015
CIN 130020244700001

340202 1300202447 15000.00
LLA :
AS 1711319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000735015
CIN 130020244700001

MOD 19 Funding 90000.00
Cumulative Funding 1839984.00

MOD 20

140105 1300211738 92700.00
LLA :
AT 1711319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000792704
CIN 130021173800001

340203 1300211738 2000.00
LLA :
AT 1711319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000792704
CIN 130021173800001

MOD 20 Funding 94700.00
Cumulative Funding 1934684.00

MOD 21

100102 (2936.90)
LLA :
AB SEE FAD
(Deob \$2,936.90 per PR 1300383659 Mod 21)

110103 (1756.30)
LLA :
AF SEE FAD
(Deob \$1,756.30 per PR 1300383659 Mod 21)

120101 (10819.13)
LLA :
AH SEE FAD
(Deob \$10,819.13 per PR 1300383659 Mod 21)

130103 1300160859 (2445.01)
LLA :
AL 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000464831
CIN 130016085900001
(Deob' \$7,400 per mod 17/ PR# 1300199967)
(Deob \$2,445.01 per PR 1300383659 Mod 21)

140105 1300211738 (5082.74)
LLA :
AT 1711319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000792704
CIN 130021173800001
(Deob \$5,082.74 per PR 1300383659 Mod 21)

300201 (159.41)
LLA :
AB SEE FAD
(Deob \$159.41 per PR 1300383659 Mod 21)

310101 (5272.66)
LLA :
AD SEE FAD

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(Deob \$5,272.66 per PR 1300383659 Mod 21)

320101 (92.02)

LLA :

AH SEE FAD

(Deob \$92.02 per PR 1300383659 Mod 21)

330103 1300166668 (385.93)

LLA :

AM 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000499625

CIN 130016666800001

(Deob' \$1,900 per mod 17/ PR# 1300199967)

(Deob \$385.93 per PR 1300383659 Mod 21)

340201 1300180775 (1948.74)

LLA :

AP 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000585500

CIN 130018077500003

(Deob \$1,948.74 per PR 1300383659 Mod 21)

340202 1300202447 (6097.43)

LLA :

AS 1711319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000735015

CIN 130020244700001

(Deob \$6,097.43 per PR 1300383659 Mod 21)

340203 1300211738 (1419.52)

LLA :

AT 1711319 54PW 255 00039 0 050120 2D 000000 COST CODE: A00000792704

CIN 130021173800001

(Deob \$1,419.52 per PR 1300383659 Mod 21)

MOD 21 Funding -38415.79

Cumulative Funding 1896268.21

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

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

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

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

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

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(a) any title, right or interest; and

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

(a) patent or pending patent application number;

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

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

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

Software Documentation that will include or disclose the background invention;

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

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

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

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

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

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, 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

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

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

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

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

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

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

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

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

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

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or

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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 SPAWARSCOM 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 SPAWARSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSCOM 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 SPAWARSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

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

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

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

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

(a) Definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Planning phase.

(2) Defense Planning Guidance.

(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).

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

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

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

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

(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 _____

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TYPED NAME _____

DATE _____

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

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)") (SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

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

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

H-8 TECHNICAL INSTRUCTIONS

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

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

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

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

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SECTION I CONTRACT CLAUSES

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

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I-2 CLAUSES INCORPORATED BY REFERENCE

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

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS)

Attachment No. 2 - CDRLs with attachments

CDRL Attachment 1

CDRL Attachment 2

CDRL Attachment 3

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

Attachment No. 4 - Financial Accounting Data (FAD) Sheet - BASIC

Attachment No. 5 - Financial Accounting Data (FAD) Sheet - MOD 01

Attachment No. 6 - Financial Accounting Data (FAD) Sheet - MOD 02

Attachment No. 7 - Financial Accounting Data (FAD) Sheet - MOD 03

Attachment No. 8 - Financial Accounting Data (FAD) Sheet - MOD 04

Attachment No. 9 - Financial Accounting Data (FAD) Sheet - MOD 05

Attachment No.10 - Financial Accounting Data (FAD) Sheet - MOD 06

Attachment No.11 - Financial Accounting Data (FAD) Sheet - MOD 07

Attachment No.12 - Financial Accounting Data (FAD) Sheet - MOD 08

Attachment No.13 - Financial Accounting Data (FAD) Sheet - MOD 09

Attachment No.14 - Financial Accounting Data (FAD) Sheet - MOD 10

SPAWAR 05 OFFICE OF THE CHIEF ENGINEER EXECUTIVE SUPPORT

1.0 INTRODUCTION

The Space and Naval Warfare Systems Command (SPAWAR) Office of the Chief Engineer (CHENG), is acquiring executive level support for the SPAWAR Code 05 Chief Engineer and Lead Sea Warrior Engineer.

2.0 BACKGROUND

The Space and Naval Warfare Systems Command (SPAWAR) Office of the Chief Engineer (CHENG), as the Navy's lead Systems Command for FORCEnet, Architect and Technical Assessor, and CHENG for Naval C4I, is responsible for systems engineering, design integration, assessment, programmatic issues, and test issues for SPAWAR and Navy-wide C4I initiatives. The objective of this effort is to provide executive support directly to the SPAWAR 05 Chief Engineer and the Lead Sea Warrior Engineer. This work includes developing the SPAWAR 05 Vision, Mission Statements, Business Plan briefing materials, viewgraphs, technical studies, executive administrative support, preparation of other relevant deliverables, and the conduct /coordination for execution of these activities.

3.0 SCOPE

The scope of this effort is to provide an executive assistant level of support directly to the SPAWAR 05 CHENG and the Lead Sea Warrior Engineer to carry out their duties and responsibilities.

4.0 APPLICABLE DIRECTIVES/DOCUMENTS

SPAWAR Code 05, Chief Engineer Executive Support
Performance Work Statement
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The contractor shall adhere to the following directives/documents in the performance of the tasks in Section 5.0.

Document Type	No./Version	Title	Date
Agency Order	1000.0	Program Management	06/01/04
DODI	5000.2	Program Management	05/12/03
Federal Law		United States Code, Title 10	Latest Version
Federal Law		United States Code, Title 31 31 US Code 1301(a) 31 US Code 1502(a) 31 US Code 1517	Latest Version
DoD Regulation	7000.14	Financial Management Regulations	Varies
Federal Regulation	48 CFR, Ch 1	Federal Acquisition Regulations	Latest Version
DoD Regulation	48 CFR Ch 2	Defense Federal Acquisition Regulation Supplement	Latest Version
Guidance		Information Assurance Strategy Template for Submission by Acquisition Program Managers, DON CIO Guidance	
SECNAVINST	5216.5D Change 1	Department of the Navy Correspondence Manual	05/28/1998
		Program Object Memorandum (POM)	
SECNAVINST	5721.	Electronic and Information Technology (EIT) Section 508 Accessibility Standards	
CNETINST	4650.4	Government Travel Charge Card Program	
SECNAVINST	5210.11	DON File Maintenance Procedures and Standard Subject Identification Codes (SSIC)	10/20/1987
SECNAVINST	5214.2	DON Information Requirements (Reports) Management Program	12/6/1988
OPNAVNOTE	5215	DON Directives Consolidated Subject Index	
OPNAVINST	5218.7B	Navy Official Mail Management Instruction	10/21/1998

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Document Type	No./Version	Title	Date
CNETINST	5230.9	Electronic Mail (E-Mail) Policy and Standards	
JFTR	Vol 1	DoD Uniformed Service Travel	
JTR		DoD Civilian Personnel Travel	4/1/2004
NTP-3	SUPP-1	U.S. Navy Address Indicating Group (AIG) and Collective Address Designator (CAD) Handbook	
NTP-3		Naval Telecommunications Procedures Telecommunications Users Manual	JUL 87
NTP-22		Defense Message System Local Management Policies and Procedures	
SPAWARINST	12600.1B	Timekeeping Policy and Procedures for Civilian Employees	1 DEC 1999
Navy Regulations	NAVSO P-1000	DoN Financial Management Policy Manual	
OMB Circular	A-11	Preparation, Submission and Execution of the Budget	07/16/04
DoD	5000.1	The Defense Acquisition System	Current version
SPARWARINST	5721.1	SPAWAR Section 508 Implementation Policy	01/18/02
Navy		DoN Budget Guidance Manual	
SPAWAR		SPAWAR Business Financial Manager's Manual	
SECNAVINST	5000.2	Implementation of Mandatory Procedures for Major and Non-Major Defense Acquisition Programs and Major and Non-Major Information Technology Acquisition Programs	

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5.0 PERFORMANCE REQUIREMENTS

The contractor shall provide the necessary timely assistance to meet emergent requirements as requested by the SPAWAR 05 CHENG and Lead Sea Warrior Engineer.

5.1 CHENG/FORCENET AND SEA WARRIOR SUPPORT (RDT&E)

The contractor shall provide program management support activities for SPAWAR 05 CHENG to include support for FORCEnet, specifically as a liaison with FORCEnet Stakeholders in the implementation of FORCEnet and support strategic planning initiatives across the SPAWAR Enterprise. Contractor documentation shall be prepared in accordance with prevailing standard for format, style and content. All work products must be technically correct and free of grammatical, content and spelling errors.

The contractor shall provide program management support activities for SEAWARRIOR efforts within the SPAWAR Enterprise. Contractor documentation shall be prepared in accordance with prevailing standard for format, style and content. Error checking routines will be included in all products and presentations.

Provide program management support to Sea Warrior (SW) Information Technology (IT) Program Management Office (PMO) for Afloat and Ashore Systems:

Work independently for the SW IT PMO Program Manager to liaise with all levels of command including Office of Chief of Naval Operations (OPNAV), Fleet

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Forces Command (FFC), Navy Personnel Command (NPC), Naval Education and Training Command (NETC), Naval Sea Systems Command (NAVSEA), Space and Naval Warfare Systems Command (SPAWAR), various PEOs and PMOs in order to facilitate Sea Warrior efforts as directed by SW IT PMO.

Author, edit, review, and comment on program documentation including plans for acquisition, program management, logistics, training, and configuration management.

Author, edit, review, and comment on presentations for all levels of command including Office of Chief of Naval Operations (OPNAV), Fleet Forces Command (FFC), Navy Personnel Command (NPC), Naval Education and Training Command (NETC), Naval Sea Systems Command (NAVSEA), Space and Naval Warfare Systems Command (SPAWAR), various PEOs and PMOs; and as directed by SW IT PMO.

Participate in Sea Warrior Program systems engineering; program and technical analysis; and program policy, process, and planning review and implementation efforts as directed by SW IT PMO.

Participate in conferences, meetings, Integrated Product Teams (IPTs), working groups, and other gatherings with Department of Defense (DoD) & non-DoD organizations as directed by SW IT PMO.

5.2 ADMINISTRATIVE SUPPORT (O&M,N)

The contractor shall be a liaison between FORCEnet Chief Engineer and departments, domain CHENGs, flag advisors, and technical director regarding FORCEnet implementation and systems engineering issue resolutions. This includes interfacing with office representatives both within and outside SPAWAR

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offices to coordinate activities and documentation, including preparation of graphic presentation materials, briefings and formal Navy reports and correspondence.

5.2.1 RESEARCH AND DOCUMENTATION

The contractor shall investigate, conduct surveys and compile statistics necessary to prepare reports, correspondence, messages and memoranda within the timeframe required by the requestor.

The contractor shall track action items and tasks; track progress and accomplishment of all action items; provide status indicating progress, problem area related to the working being performed under this performance work statement.

5.2.2 GRAPHICS SUPPORT

The contractor shall support with the preparation and development of graphics, briefings and multimedia presentations. Preparation shall include creating illustrations, diagrams, and charts, as directed by designated personnel.

5.2.3 PLANNING SUPPORT

The contractor shall provide technical and planning support for meetings, conferences and working groups. This support shall include coordination of the meetings, drafting meeting agendas, setup and operation of Video Teleconferencing (VTC) equipment and other audio-visual equipment, attend meetings as directed by the requestor.

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Tasking involves production of point papers, briefings; flag level technical correspondence and interview/speaking engagement preparation. The contractor shall pre-screen read-aheads and prepare executive summaries as requested with significant understanding to outline key issues and recommendations prior to flag visits and meetings.

5.2.4 MEETING AND CONFERENCE SERVICES

The contractor shall coordinate special events, meetings, conferences, and work groups. The arrangements will be made in accordance with the procedures and schedules set by the requestor and interfacing with SPAWAR Public Affairs Office. The contractor shall notify the participants, provide agendas, directions, and arrange for appropriate equipment. The arrangements for the above events are to be made within the requester's timeframe and to their satisfaction.

6.0 DELIVERABLES

The contractor shall provide Monthly Status report by the tenth (10) day of the month following the performance period. The format is contained in the basic contract.

7.0 SECURITY

The nature of this task requires access to secret and unclassified information. The work performed by the contractor will include access to secret and unclassified data, information, and spaces. The contractor will be required to attend meetings classified at secret and unclassified levels.

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

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

N/A

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

This requirement has been reviewed and is not for EIT.

10.0 NAVY MARINE CORPS INTRANET (NMCI)

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

11.0 BEST PRACTICES

Insert the following clause into the PWS if you want the contractor to be required to institute and follow the SPAWAR “Best Practices” principles in performance of Section 5.0 tasks.

Work performed by the Contractor shall provide support to SPAWAR 05 and SPAWAR command-level “Best Practices” principles incorporated in the SPAWAR Program Manager’s Toolkit Acquisition Support Office Guide(s) (1) Acquisition Program Structure Guide; (2) Contract Management Process Guide; (3) Program Manager’s Handbook; (4) Scheduling Guide; (5) Systems Engineering Guide; (6) Technology Alignment Guide) and support the command wide implementation process.

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12.0 TECHNICAL POINTS OF CONTACT

Technical Point of Contact/Task Manager: Lourdes Granados-Gurley, Code 05C; email: Lourdes.granados-gur@navy.mil Telephone: 619-524-7623.

Financial Point of Contact: Patricia Robledo, email: patricia.robledo@navy.mil, Telephone 858-537-0538.