

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 04		3. EFFECTIVE DATE 10-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. N66001-09-MR-56795	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 richard.hammersmith@navy.mil 619-553-4482		
7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-7N01
CAGE CODE 1NPU4 FACILITY CODE 020278375		10B. DATED (SEE ITEM 13) 25-Sep-2007

**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)**

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreements between both of the parties.
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Eileen McBlain, Manager, Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) JOHN M FAULKNER, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Eileen McBlain (Signature of person authorized to sign)	15C. DATE SIGNED 12-Feb-2009	16B. UNITED STATES OF AMERICA BY /s/JOHN M FAULKNER (Signature of Contracting Officer)	16C. DATE SIGNED 19-Feb-2009

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## GENERAL INFORMATION

The purpose of this modification is to fund four additional systems. Accordingly, said Task Order is modified as follows: The total value of the Task Order remains unchanged. A conformed copy of this Task Order is attached to this modification for information purposes only. The contract ID Code in Block 1 of the SF-30 is automatically populating a J rather than a U for CPPF type tasks and unable to currently change in the system.

The total amount of funds obligated to the task is hereby increased by \$11030.00 from \$200371.00 to \$211401.00.

<u>SubCLIN</u>	<u>System</u>	<u>Not to Exceed Amount</u>
400301	ISNS CASREP	\$1,150.00
400302	CENTRIX CASREP	\$1,730.00
400303	GCCS-M SUPPORT	\$7,000.00
400304	AN/USQ-153 NIPR ISNS	\$1,150.00

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----
1001	Engineering Services (O&MN,N)	1.0 Lot	\$277,897.00	\$11,915.00	\$289,812.00
1002	Option I Engineering Services (O&MN,N)	1.0 Lot	\$288,994.00	\$12,392.00	\$301,386.00
100201	CG-67 SIPRNET CASREP (O&MN,N)				
100202	CG-67 ISNS CASREP (O&MN,N)				
100203	DDG-63 ISNS CASREP (O&MN,N)				
100204	LHD-2 SCI GCCS-M CASREP (O&MN,N)				
100205	LCC-19 SCI CASREP (O&MN,N)				
100206	LPD-9 ISNS MIGRATION (O&MN,N)				
100207	CG-67 TECH ASSIST (O&MN,N)				
4003	Option II Engineering Services (O&MN,N)	1.0 Lot	\$300,530.00	\$12,887.00	\$313,417.00
400301	ISNS CASREP ERP LINE ITEM 18 (O&MN,N)				
400302	CENTRIX CASREP ERP LINE ITEM 20 (O&MN,N)				
400303	GCCS-M SUPPORT ERP LINE ITEM 22 (O&MN,N)				
400304	AN/USQ-153 NIPR ISNS ERP LINE ITEM 24 (O&MN,N)				
4004	Option III Engineering Services (O&MN,N) Option	1.0 Lot	\$312,514.00	\$13,400.00	\$325,914.00

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4005	Option IV Engineering Services (O&MN,N) Option	1.0 Lot	\$324,977.00	\$13,934.00	\$338,911.00
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B-2 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989) (5252.216-9200)

FIXED FEE for CLIN 1001, the fixed fee is \$11,915. For CLIN 1002, the fixed fee is \$12,392. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to 4.29 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. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-302)

The work under this contract shall be performed in accordance with the description/specifications/statement of work, which is included as Attachment 1, Performance Work Statement (PWS) and Attachment 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 contractors 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 this task order will be consistently effective (applies 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."

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**(3) Evaluation Methods: The TOM will conduct performance evaluations based on 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 3a.**

**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.

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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 SPAWARSSYSCOM Security Officer.

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

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

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

**(1) Routine inspection of contractor occupied work spaces.**

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

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

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

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

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

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

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## SECTION D PACKAGING AND MARKING

### D-1 MARKING OF SHIPMENT (DEC 1999) (SPAWAR D-308)

Each shipment of material and/or data shall be clearly marked to show the following information:

SHIP TO:

RECEIVING OFFICER

SPAWARSYSFAC

Yokosuka, Japan

MARK FOR:

Contract #: N00178-04-D-4142

Delivery Order #: 7N01

Item #: \_\_\_\_\_

Attn: Tom Farrelly

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE--DESTINATION (SPAWAR E-303) (JAN 2002)**

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

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## **SECTION F DELIVERABLES OR PERFORMANCE**

CLIN - DELIVERIES OR PERFORMANCE

### **F-1 PERIODS OF PERFORMANCE**

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

**1001 09/25/2007 – 02/08/2008**

**The periods of performance for the following Option I items are from the date of Option Exercise through twelve months thereafter. The period of performance for the option to extend the term of the task order shall apply only if the Government exercises the option as stated in Section B in accordance with the basic contract clause FAR 52.217-9 “Option to Extend the Term of the Contract. The estimated Option periods of performance are as follows:**

**1002 04/01/2008– 09/30/2008**

**4003 10/01/2009 – 09/30/2009**

**4004 10/01/2010 – 09/30/2010**

**4005 10/01/2011 – 09/30/2011**

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## SECTION G CONTRACT ADMINISTRATION DATA

SECTION G CONTRACT ADMINISTRATION DATA

### G-1 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a Cost Plus Fixed Fee Task Order.

### G-3 ACTIVITY OMBUDSMAN

The SPAWAR Systems Center San Diego (SSC-SD) Ombudsman for this Task Order is:

Name: Tammy Sanchez

Code: SSC-SD 220

Address: 53560 Hull Street, San Diego CA 92152

Phone: (619) 553-3200

E-mail: tammy.sanchez@navy.mil

### G-4 TASK ORDER MANAGER

Task Order Manager

Tom Farrelly

DSN: 243-7817, US: 011-81-468-16-7817

Fax: 243-7143, US: 011-81-468-16-7143

Cell: 080-5059-4949

Email: farrelly@spawar.navy.mil (NIPR)

farrelly.thomas@cnrfe.navy.smil.mil (SIPR)

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**G-100 ACCOUNTING AND APPROPRIATION DATA**

Funds are obligated as follows:

CLIN 0001

ACRN AA: 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295

Purchase Request: 2000017295

Amount: \$ 133,018.00

The above obligation fully funds work on the following systems and this type of work is completion and non-serverable.

<u>System</u>	<u>Not to Exceed Amount</u>
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DDG63 - ISNS COMPOSE 3.0 SW Install

ERP Item 1: WBS D-10111-24	\$30,767.00
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CLIN 1002

ACRN AA: 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295

Purchase Request: 2000017295

Amount: \$ 102,251.00

The above obligation fully funds work on the following systems and this type of work is completion and non-serverable.

<u>SubCLIN</u>	<u>System</u>	<u>ERP</u>	<u>Not to Exceed</u>
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Amount

100201	CG-67 SIPERNET CASREP	Item 3: WBS D-10773-02	\$9,605.81
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100202	CG-67 ISNS CASREP	Item 4: WBS D-10773-06	\$17,527.73
100203	DDG-63 ISNS CASREP	Item 5: WBS D-10773-07	\$1,152.70
100204	LHD-2 SCI GCCS-M CASREP	Item 6: WBS D-10773-08	\$49,950.23
100205	LCC-19 SCI CASREP	Item 7: WBS D-10670-29	<u>\$24,014.53</u>
TOTAL			\$102,251.00

G- 902 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS OR LABOR-HOUR)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed-price incentive contracts.

(b) The contractor will electronically submit invoices using the Wide Area Workflow (WAWF) web site located at <https://wawf.eb.mil>. Please use the WAWF routing table (sited below) to assist you in entering mandatory data into WAWF. Depending on the contractor's "direct submit authority" given by Defense Contract Audit Agency (DCAA), the invoice will either be approved by DCAA or submitted directly to Defense Finance Accounting Service (DFAS) for payment. Information listed below in paragraph (d) should be submitted/uploaded as attachments to the invoice.

Cost Contracts WAWF Routing Table	
Document Type	Cost Vouchers
Issued by	N66001
Admin by	DCMA
DCAA Auditor	DCAA
Inspector	N/A
Acceptor	
LPO (Certifier)	N/A
Pay by	DFAS Columbus
Email Notifications*	

\*Contractor shall click on the "Send More Email Notifications" link .

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(c) Invoices will be segregated by individual order. Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Basic description of the work
- (4) Accounting Classification Reference Number (ACRN)
- (5) Straight time labor charges by man-hours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours and labor rates incurred by labor category, total costs incurred and fixed fee billed.
- (6) Premium time and charges (if any) by man-hours, classification, price/cost and name of approving official
- (7) Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision.
- (8) Travel and per diem costs (if any).
- (9) Payment terms
- (10) Procuring activity
- (11) Date services performed
- (12) Costs incurred and allowable under the contract
- (13) Withholding under the Payments clause, if any.
- (14) Cumulative value of all billings to date by cost incurred and fixed fee billed.

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(e) A DD Form 250, "Material Inspection and Receiving Report" (WAWF document type, "Receiving Report") is required only with the final invoice. The following is the applicable WAWF routing table:

Document Type	Receiving Report
Issued by	N66001
Admin by	DCMA
DCAA Auditor*	DCAA
Inspector	N/A
Acceptor	N66001
LPO (Certifier)	N/A
Pay by	DFAS Columbus
Email Notifications*	

\*Contactor shall click on the "Send More Email Notifications" link .

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) For all but the final invoice/voucher, DCAA will review via WAWF and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The Contracting Officer's Representative (COR) will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. The COR will retain this form in the COR files. If the COR identifies discrepancies on the invoice, he will pursue resolution through the Contracting Officer.

(j) The final invoice/voucher will be forwarded via WAWF to the Administrative Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher

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identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) (WAWF document "Receiving Report") or other acceptance shall be deemed to have occurred on the effective date of the contract settlement. The Contracting Officer's Representative is the acceptance and approval official.

(k) The COR, ACOR and cognizant DCAA offices of this contract are:

CONTRACTING OFFICER'S REPRESENTATIVE (COR):

NAME: Tom Farrely  
ADDRESS: SPAWARSYSFAC

DEFENSE CONTRACT AUDIT AGENCY (DCAA):

Southern New Jersey Branch  
10 Melrose Avenue, Suite 200  
Cherry Hill, NJ 08003

(l) The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and issuing DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

(m) The Administrative Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Form 1 on any cost when there is reason to believe it should be suspended or disallowed.

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(n) No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the FAR 52.232-25, Prompt Payment, clause of this contract.

(o) For purposes of payment under the final invoice, the constructive period in paragraph (a) (5) (i) of the FAR 52.232-25, Prompt Payment, clause of this contract is changed from 7 days to 30 days.

Accounting Data

SLINID	PR Number	Amount
1001	2000017295	30767.00
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		

MOD 1

100201	2000017295	9605.81
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		

100202	2000017295	17527.73
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		

100203	2000017295	1152.70
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		

100204	2000017295	49950.23
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		

100205	2000017295	24014.53
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		

MOD 2

100206	2000017295	51153.00
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		
ERP Item 8:		

100207	2000017295	16200.00
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		
ERP Item 9		

MOD 4

400301	2000017295	1150.00
LLA :		
AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295		
Standard Number: N6410009WR11007		

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Clin 4003 is used for Option II.

400302 2000017295 1730.00

LLA :

AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295

Standard Number: N6410009WR11008

Clin 4003 is used for Option II.

400303 2000017295 7000.00

LLA :

AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295

Standard Number: N6410109WR11011

Clin 4003 is used for Option II.

400304 2000017295 1150.00

LLA :

AA 97 X4930 NH3P 000 77777 0 066001 2F 000000 2000017295

Standard Number: N6410009WR11012

CLIN 4003 is used for Option II.

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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 contract at the lowest level of performance, either task or subtask, rather than on a total contract 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 Section B and/or Section G of the contract or in the task or delivery order that authorizes work. 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:

- (1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
- (2) to the Procuring Contracting Officer.

### 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

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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:

(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

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(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

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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.

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(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 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-5 CONTRACTOR IDENTIFICATION (MAY 2004) (SPAWAR H-355)**

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

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(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

**H-6 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (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:

(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.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that

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could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1) and (c)(2) 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) and (c)(2),
  - (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) or (c)(2) 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) and (c)(2).
- (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 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

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work descriptions.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions 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**

None

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## **SECTION J LIST OF ATTACHMENTS**

PWS

CDRLs

DD Form 254

Cost Proposal Format

Supporting Cost Data

Relevant Experience

Past Performance