

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 17	3. EFFECTIVE DATE 08-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N00039-09-MR-58738		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 gwen.valdivia@navy.mil 619-524-7202	CODE N00039	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)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-NS01
	10B. DATED (SEE ITEM 13) 21-Dec-2005
CAGE CODE 1NPU4	FACILITY CODE 020278375

**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.**

<input type="checkbox"/>	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"/>	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) Allotment Of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ 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) Stephen Beckner, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Stephen Beckner	16C. DATE SIGNED 08-Apr-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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## **GENERAL INFORMATION**

The purpose of this modification is to provide incremental funding in the amount of \$50,922 in accordance with PWS paragraph 5.7 for PMW 160 COMPOSE Engineering Services Support. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

The total amount of funds obligated to the task is hereby increased by \$50922.00 from \$6518779.00 to \$6569701.00.

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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					\$1,442,031.00
1001AA	Engineering Services, CPFF, Base Year; OPN Funding (OPN) Option	1.0	Lot	\$0.00	\$0.00	\$0.00
1001AB	Engineering Services, CPFF, Base Year; O&MN Funding; ACRN AB (O&MN,N)	1.0	Lot	\$0.00	\$0.00	\$0.00
1001AC	Engineering Services, CPFF, Base Year; RDT&E Funding; ACRN AC (RDT&E)	1.0	Lot	\$0.00	\$0.00	\$0.00
1001AD	Engineering Services, CPFF, Base Year; O&MN Funding; ACRN AA (O&MN,N)	1.0	Lot	\$159,138.00	\$12,651.00	\$171,789.00
1001AE	Engineering Services, CPFF, Base Year; RDT&E Funding; ACRN AD (RDT&E)	1.0	Lot	\$140,264.00	\$11,151.00	\$151,415.00
1001AF	Engineering Services, CPFF, Base Year; OPN Funding; ACRN AE (OPN)	1.0	Lot	\$1,036,431.00	\$82,396.00	\$1,118,827.00
1002	Data IAW CDRL Data Item (A001) - Base Year					
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----						
1101	Engineering Services - Option Year 1					\$1,611,134.00
1101AA	Engineering Services, CPFF, Option Year 1	1.0	Lot	\$101.90	\$8.10	\$110.00

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(TBD) (TBD)  
Option

1101AB FUNDING (OPN)	1.0 Lot	\$72,843.91	\$5,791.09	\$78,635.00
1101AC FUNDING (OPN)	1.0 Lot	\$483,682.26	\$38,452.74	\$522,135.00
1101AD FUNDING (OPN)	1.0 Lot	\$199,272.81	\$15,842.19	\$215,115.00
1101AE FUNDING (O&MN,N)	1.0 Lot	\$34,328.86	\$2,729.14	\$37,058.00
1101AF FUNDING (O&MN,N)	1.0 Lot	\$58,609.54	\$4,659.46	\$63,269.00
1101AG FUNDING (O&MN,N)	1.0 Lot	\$33,491.43	\$2,662.57	\$36,154.00
1101AH FUNDING (RDT&E)	1.0 Lot	\$62,795.74	\$4,992.26	\$67,788.00
1101AJ FUNDING (RDT&E)	1.0 Lot	\$31,816.58	\$2,529.42	\$34,346.00
1101AK FUNDING (RDT&E)	1.0 Lot	\$23,444.19	\$1,863.81	\$25,308.00
1101AL FUNDING (OPN)	1.0 Lot	\$154,060.21	\$12,247.79	\$166,308.00
1101AM FUNDING (OPN)	1.0 Lot	\$143,175.54	\$11,382.46	\$154,558.00
1101AN FUNDING (RDT&E)	1.0 Lot	\$13,396.94	\$1,065.06	\$14,462.00
1101AP FUNDING (O&MN,N)	1.0 Lot	\$25,118.11	\$1,996.89	\$27,115.00
1101AQ FUNDING (OPN)	1.0 Lot	\$66,110.24	\$5,255.76	\$71,366.00
1101AR FUNDING (OPN)	1.0 Lot	\$14,386.29	\$1,143.71	\$15,530.00
1101AS FUNDING (OPN)	1.0 Lot	\$75,847.15	\$6,029.85	\$81,877.00

1102 Data IAW CDRL  
Data Item (A001)  
- Option Year 1

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----
1201	Engineering Services - Option Year 2				\$1,669,165.00
1201AA	Engineering Services, CPFF, Option Year 2 (TBD)	1.0 Lot	\$23,337.66	\$1,855.34	\$25,193.00
1201AB	FUNDING (RDT&E)	1.0 Lot	\$68,550.25	\$5,449.75	\$74,000.00
1201AC	FUNDING (RDT&E)	1.0 Lot	\$42,427.05	\$3,372.95	\$45,800.00
1201AD	FUNDING (OPN)	1.0 Lot	\$4,837.42	\$384.58	\$5,222.00
1201AE	INCREMENTAL FUNDING (OPN)	1.0 Lot	\$14,986.56	\$1,191.44	\$16,178.00
1201AF	INCREMENTAL FUNDING (OPN)	1.0 Lot	\$31,005.09	\$2,464.91	\$33,470.00

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1201AG	INCREMENTAL FUNDING (RDT&E)	1.0 Lot	\$35,108.85	\$2,791.15	\$37,900.00
1201AH	INCREMENTAL FUNDING (OPN)	1.0 Lot	\$130,616.02	\$10,383.98	\$141,000.00
1201AJ	Incremental Funding (OPN)	1.0 Lot	\$75,359.89	\$5,991.11	\$81,351.00
1201AK	INCREMENTAL FUNDING (OPN)	1.0 Lot	\$138,180.64	\$10,985.36	\$149,166.00
1201AL	INCREMENTAL FUNDING (OPN)	1.0 Lot	\$101,525.71	\$8,071.29	\$109,597.00
1201AM	INCREMENTAL FUNDING (OPN)	1.0 Lot	\$876,151.00	\$69,654.00	\$945,805.00
1201AN	Incremental Funding (OPN)	1.0 LH	\$4,152.85	\$330.15	\$4,483.00
1202	Data IAW CDRL Data Item (A001) - Option Year 2				

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
1301	Engineering Services - Option Year 3					\$1,983,872.00
1301AA	Engineering Services, CPFF, Option Year 3 (OPN)	1.0 Lot		\$355,179.00	\$28,237.00	\$383,416.00
1301AB	FULLY FUND (OPN)	1.0 Lot		\$422,735.27	\$33,607.73	\$456,343.00
1301AC	FULLY FUND (OPN)	1.0 Lot		\$254,747.57	\$20,252.43	\$275,000.00
1301AD	Fully Fund (OPN)	1.0 Lot		\$324,224.18	\$25,775.82	\$350,000.00
1301AE	FULLY FUND (OPN)	1.0 Lot		\$89,684.11	\$7,129.89	\$96,814.00
1301AF	FULLY FUND (OPN)	1.0 Lot		\$148,843.91	\$11,833.09	\$160,677.00
1301AG	FULLY FUND (OPN)	1.0 Lot		\$84,020.38	\$6,679.62	\$90,700.00
1301AH	INCREMENTALLY FUND (O&MN,N)	1.0 Lot		\$44,653.08	\$3,549.92	\$48,203.00
1301AJ	INCREMENTALLY FUND (O&MN,N)	1.0 Lot		\$66,044.47	\$5,250.53	\$71,295.00
1301AK	INCREMENTALLY FUND (O&MN,N)	1.0 Lot		\$19,099.59	\$1,518.41	\$20,618.00
1301AL	INCREMENTALLY FUND (O&MN,N)	1.0 Lot		\$28,537.28	\$2,268.72	\$30,806.00
1302	Data IAW CDRL Data Item (A001)					

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- Option Year 3

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----						
1401	Engineering Services - Option Year 4					\$1,791,824.00
1401AA	Engineering Services, CPFF, Option Year 4 (TBD) Option	1.0	Lot	\$1,659,865.00	\$131,959.00	\$1,791,824.00
1402	Data IAW CDRL Data Item (A001) - Option Year 4					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
3001	Travel/ODCs			\$30,000.00
3001AA	Travel and Other Direct Costs, Non-Fee Bearing, Base Year; OPN Funding (OPN)	1.0	Lot	\$0.00
3001AB	Travel and Other Direct Costs, Non-Fee Bearing, Base Year; O&MN Funding; ACRN AB (O&MN,N)	1.0	Lot	\$0.00
3001AC	Travel and Other Direct Costs, Non-Fee Bearing, Base Year; RDT&E Funding; ACRN AC (RDT&E)	1.0	Lot	\$0.00
3001AD	Travel and Other Direct Costs, Non-Fee Bearing, Base Year; O&MN Funding; ACRN AA (O&MN,N)	1.0	Lot	\$9,250.00
3001AE	Travel and Other Direct Costs, Non-Fee Bearing, Base Year; RDT&E Funding; ACRN AD (RDT&E)	1.0	Lot	\$6,000.00

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3001AF	Travel and Other Direct Costs, Non-Fee Bearing, Base Year; OPN Funding; ACRN AE (OPN)	1.0 Lot	\$14,750.00
3101	Travel/ODCs		\$75,000.00
3101AA	Travel and Other Direct Costs, Non-Fee Bearing, Option Year 1 (OPN)	1.0 Lot	\$0.00
3101AB	FUNDING (OPN)	1.0 Lot	\$50,000.00
3101AS	FUNDING (OPN)	1.0 Lot	\$25,000.00
3201	Travel/ODCs		\$75,000.00
3201AA	Travel and Other Direct Costs, Non-Fee Bearing, Option Year 2 (O&MN,N)	1.0 Lot	\$0.00
3201AB	tbd (RDT&E)	1.0 Lot	\$0.00
3201AC	tbd (RDT&E)	1.0 Lot	\$0.00
3201AD	Travel and Other Direct Costs, Non-Fee Bearing, (OPN)	1.0 Lot	\$22,788.00
3201AE	Travel and Other Direct Costs, Non-Fee Bearing, (OPN)	1.0 Lot	\$19,017.00
3201AF	Travel and Other Direct Costs, Non-Fee Bearing, (OPN)	1.0 Lot	\$33,195.00
3301	Travel/ODCs		\$75,000.00
3301AA	Travel and Other Direct Costs, Non-Fee Bearing, Option Year 3 (TBD)	1.0 Lot	\$0.00
3301AC	FULLY FUND (OPN)	1.0 Lot	\$75,000.00
3401	Travel/ODCs		\$75,000.00
3401AA	Travel and Other Direct Costs, Non-Fee Bearing, Option Year 4 (TBD) Option	1.0 Lot	\$75,000.00

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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 / \$106,198 / 20,678 / 7.95%

1101 / \$118,652 / 20,678 / 7.95%

1201 / \$122,926 / 20,678 / 7.95%

1301 / \$127,374 / 20,678 / 7.95%

1401 / \$131,959 / 20,678 / 7.95%

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

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

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

ITEM(S) / ALLOTTED TO FIXED FEE

BASE PERIOD

1001AD / \$12,651

1001AE / \$11,151

1001AF / \$82,396

OPTION 1

1101AB / \$5,791.09

1101AC / \$38,452.74

1101AD / \$15,842.19

1101AE / \$2,729.14

1101AF / \$4,659.46

1101AG / \$2,662.57

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1101AH / \$4,992.26

1101AJ / \$2,529.42

1101AK / \$1,863.81

1101AL / \$12,247.79

1101AM / \$11,382.46

1101AN / \$1,065.06

1101AP / \$1,996.89

1101AQ / \$5,255.76

1101AR / \$1,143.71

1101AS / \$6,029.85

**Option Two**

1201AA / \$1,268.02

1201AB / \$5,449.75

1201AC / \$3,372.95

1201AD / \$384.58

1201AE / \$1,191.44

1201AF / \$2,464.91

1201AG / \$2,791.15

1201AH / \$10,383.98

1201AJ / \$5,991.11

1201AK / \$10,985.36

1201AL / \$8,071.29

1201AM / \$69,654.00

1201AN/\$330.15

**Option Three**

1301AB / \$33,607.73

1301AC / \$29,252.43

1301AD / \$25,775.82

1301AE / \$7,129.89

1301AF / \$11,833.09

1301AG / \$6,679.62

1301AH / \$3,549.92

1301AJ / \$5,250.53

1301AK / \$1,518.41

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1301AL / \$2,268.72

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

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

BASE PERIOD

1001AD / \$159,138 / 21 December 2005 through 07 November 2006

1001AE / \$140,264 / 21 December 2005 through 07 November 2006

1001AF / \$1,036,431 / 21 December 2005 through 07 November 2006

3001AD / \$9,250 / 21 December 2005 through 07 November 2006

3001AE / \$6,000 / 21 December 2005 through 07 November 2006

3001AF / \$14,750 / 21 December 2005 through 07 November 2006

OPTION 1

1101AB / \$72,843.91/ 08 November 2006 through 30 September 2007

1101AC / \$483,682.26/ 08 November 2006 through 30 September 2007

1101AD / \$199,272.81/ 08 November 2006 through 30 September 2007

1101AE / \$34,328.86/ 08 November 2006 through 30 September 2007

1101AF / \$58,609.54/ 08 November 2006 through 30 September 2007

1101AG / \$33,491.43/ 08 November 2006 through 30 September 2007

1101AH / \$62,795.74/ 08 November 2006 through 30 September 2007

1101AJ / \$31,816.58/ 08 November 2006 through 30 September 2007

1101AK / \$23,444.19/ 08 November 2006 through 30 September 2007

1101AL / \$154,060.21/ 08 November 2006 through 30 September 2007

1101AM / \$143,175.54/ 08 November 2006 through 30 September 2007

1101AN / \$13,396.94 / 08 November 2006 through 30 September 2007

1101AP / 25,118.11 / 08 November 2006 through 30 September 2007

1101AQ / \$66,110.24/ 08 November 2006 through 30 September 2007

1101AR / \$14,386.29/ 08 November 2006 through 30 September 2007

1101AS / \$75,847.15/ 08 November 2006 through 30 September 2007

3101AB / \$25,000.00 / 08 November 2006 through 30 September 2007

3101AS / \$50,000.00 / 08 November 2006 through 30 September 2007

OPTION 2

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1201AA / \$15,949.98 / 01 October 2007 through 16 September 2008  
1201AB / \$68,550.25 / 01 October 2007 through 16 September 2008  
1201AC / \$42,427.05 / 01 October 2007 through 16 September 2008  
1201AD / \$4837.42/ 01 October 2007 through 16 September 2008  
1201AE / \$14,986.56 / 01 October 2007 through 16 September 2008  
1201AF / \$31,005.09 / 01 October 2007 through 16 September 2008  
1201AG / \$35,108.85 / 01 October 2007 through 16 September 2008  
1201AH / \$130,616.02/ 01 October 2007 through 16 September 2008  
1201AJ / \$75,359.89 / 01 October 2007 through 16 September 2008  
1201AK / \$138,180.64 / 01 October 2007 through 16 September 2008  
1201AL / \$101,525.71/ 01 October 2007 through 16 September 2008  
1201AM / \$876,151.00/ 01 October 2007 through 16 September 2008  
1201AN / \$4,152.85/ 01 October 2007 through 16 September 2008  
3201AD / \$22,788.00 / 01 October 2007 through 30 September 2008  
3201AE / \$19,017.00 / 01 October 2007 through 30 September 2008  
3201AF / \$33,195.00 / 01 October 2007 through 30 September 2008

Option Three

1301AB / \$422,735.27/ 01 October 2008 through 30 June 2009  
1301AC / \$254,747.57/ 01 October 2008 through 30 June 2009  
1301AD / \$324,224.18/ 01 October 2008 through 30 June 2009  
1301AE / \$89,684.11/ 01 October 2008 through 30 June 2009  
1301AF / \$148,843.91/ 01 October 2008 through 30 June 2009  
1301AG / \$84,020.38/ 01 October 2008 through 30 June 2009  
1301AH / \$44,653.08/ 01 October 2008 through 30 June 2009  
1301AJ / \$68,044.47/ 01 October 2008 through 30 June 2009  
1301AK / \$19,099.59/ 01 October 2008 through 30 June 2009  
1301AL / \$28,537.28/ 01 October 2008 through 30 June 2009  
3301AC / \$75,000.00 / 01 October 2008 through 30 September 2009

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)

Work under this contract shall be performed in accordance with the performance work statement (PWS) Attachment (1), "Software and System Engineering Services for the PMW 160 Engineering Services Division Core Program of Record (POR) Components (COMPOSE & C3PO)"

### 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.

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

The work to be performed under this contract as delineated in the DD Form 254, Attachments No. 2 and 3, involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer: COMMANDING OFFICER, SPAWAR SYSTEMS CENTER (SSC SD) CODE 20351, 53560 HULL STREET, SAN DIEGO, CA 92152-5001; Phone (619)524-2672.

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 PEO-C4I/SPAWARSYSCOM is Mon-Fri, 0730-1600. 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.

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

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

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

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

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

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

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

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

36 C.F.R. § 1194.21 (Software Applications and operating systems)

36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this task order shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this task order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the task order, the Government will have the rights and remedies contained in the task order.

#### C-7 KEY PERSONNEL (DEC 1999)

(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.

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(d) List of Key Personnel

NAME	TASK ORDER LABOR CATEGORY
Paul "Butch" MacDougall, Jr.	Senior Engineer
William J. Lassiter	Senior Engineer

(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 MARKING OF REPORTS (NOV 1991) (5252.237-9203)

All reports shall prominently show on the cover of the report:

- (1) name and business address of the contractor
- (2) contract and task order number
- (3) contract dollar amount
- (4) whether the task order was competitively or non-competitively awarded
- (5) sponsor:

LT Tracy Hines, PMW-160

4301 Pacific Highway

Building OT-4, Room 2105

San Diego, CA 92110-3127

Email: tracy.hines@navy.mil

Phone: (619)524-7101

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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 her duly authorized representative.

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## SECTION F DELIVERABLES OR PERFORMANCE

### F-1 PERIODS OF PERFORMANCE (DEC 1999)

The period of performance of the task order is as follows:

#### CLIN(S) PERIOD(S) OF PERFORMANCE

1001 and 3001 12/21/05 through 11/07/06

#### CLIN(S) PERIOD(S) OF PERFORMANCE

1101 and 3101 11/08/06 through 9/30/07

1201 and 3201 10/01/07 through 9/30/08

1301 and 3301 10/01/08 through 9/30/09

1401 and 3401 10/01/09 through 9/30/10

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract.

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Mary Ellen Reniere, PMW-160  
4301 Pacific Highway  
Building OT-4,  
San Diego, CA 92110-3127  
Email: [reniere.mary@navy.mil](mailto:reniere.mary@navy.mil)  
Phone: (619)524-3266

### G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager. This submission may be to a central website.

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

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

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

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

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

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

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

### G-4 INVOICES

See basic contract.

### G-5 ACTIVITY OMBUDSMAN

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The SPAWAR Ombudsman for this Task Order is:

Name: CDR Randall Grau

Code: SPAWAR 02B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7558

E-Mail: randall.grau@navy.mil

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

Funds are not presently available for this task order. The Government's obligation under this task order is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this task order and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

Accounting Data

SLINID	PR Number	Amount			
1001AB	N00039-05-NR-00449	9000.00			
LLA :					
AB 17- 6	18045B2B-	252EA16W0068342	2D01B2B079503000503	-	-
1001AC	N00039-05-NR-00449	9000.00			
LLA :					
AC 17- 6	131957JB-	252EA16W0068342	2D98034Q00734000LAG	-	-
3001AB	N00039-05-NR-00449	1000.00			
LLA :					
AB 17- 6	18045B2B-	252EA16W0068342	2D01B2B079503000503	-	-
3001AC	N00039-05-NR-00449	1000.00			
LLA :					
AC 17- 6	131957JB-	252EA16W0068342	2D98034Q00734000LAG	-	-
MOD 1					
1001AB	N00039-05-NR-00449.01	(9000.00)			
LLA :					
AB 17- 6	18045B2B-	252EA16W0068342	2D01B2B079503000503	-	-
1001AC	N00039-05-NR-00449.01	(9000.00)			
LLA :					
AC 17- 6	131957JB-	252EA16W0068342	2D00000000734000LAG	-	-
1001AD	N00039-05-NR-00449.01	33000.00			
LLA :					
AA 17- 6	18045B2B-	252EA16W0068342	2D01B2B079501000501	-	-
1001AE	N00039-05-NR-00449.01	9000.00			
LLA :					
AD 17- 6	131957JB-	252EA16W0068342	2D00000000734000CHO	-	-
3001AB	N00039-05-NR-00449.01	(1000.00)			
LLA :					
AB 17- 6	18045B2B-	252EA16W0068342	2D01B2B079503000503	-	-

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3001AC N00039-05-NR-00449.01 (1000.00)  
 LLA :  
 AC 17- 6 131957JB- 252EA16W0068342 2D98034Q00734000LAG - -

3001AD N00039-05-NR-00449.01 2000.00  
 LLA :  
 AA 17- 6 18045B2B- 252EA16W0068342 2D01B2B079501000501 - -

3001AE N00039-05-NR-00449.01 1000.00  
 LLA :  
 AD 17- 6 131957JB- 252EA16W0068342 2D00000000734000CHO - -

MOD 2

1001AD N00039-05-NR-00449.01 138789.00  
 LLA :  
 AA 17- 6 18045B2B- 252EA16W0068342 2D01B2B079501000501 - -

1001AE N00039-05-NR-00449.01 140415.00  
 LLA :  
 AD 17- 6 131957JB- 252EA16W0068342 2D00000000734000CHO - -

1001AF N00039-05-NR-00449.01 1075827.00  
 LLA :  
 AE 17- 6 181052PQ- 252EA16W0068342 2D000000PQ555CH00000- -

3001AD N00039-05-NR-00449.01 7250.00  
 LLA :  
 AA 17- 6 18045B2B- 252EA16W0068342 2D01B2B079501000501 - -

3001AE N00039-05-NR-00449.01 7000.00  
 LLA :  
 AD 17- 6 131957JB- 252EA16W0068342 2D00000000734000CHO - -

3001AF N00039-05-NR-00449.01 57750.00  
 LLA :  
 AE 17- 6 181052PQ- 252EA16W0068342 2D000000PQ555CH00000- -

MOD 4

1001AE N00039-06-MR-58869 2000.00  
 LLA :  
 AD SEE ATTACHED FAD

1001AF N00039-06-MR-58869 43000.00  
 LLA :  
 AE SEE ATTACHED FAD

3001AE N00039-06-MR-58869 (2000.00)  
 LLA :  
 AD SEE ATTACHED FAD

3001AF N00039-06-MR-58869 (43000.00)  
 LLA :  
 AE SEE ATTACHED FAD

MOD 5

1101AB 7250.00  
 LLA :  
 AF SEE ATTACHED FAD

1101AC 46500.00  
 LLA :  
 AG SEE ATTACHED FAD

1101AD 19833.33  
 LLA :  
 AH SEE ATTACHED FAD

1101AE 3416.67  
 LLA :  
 AJ SEE ATTACHED FAD

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1101AF LLA : AK SEE ATTACHED FAD	5833.33
1101AG LLA : AL SEE ATTACHED FAD	3333.33
1101AH LLA : AM SEE ATTACHED FAD	6250.00
1101AJ LLA : AN SEE ATTACHED FAD	3166.67
1101AK LLA : AP SEE ATTACHED FAD	2333.33
3101AB LLA : AG SEE ATTACHED FAD	6250.00
MOD 6	
1101AB LLA : AF SEE ATTACHED FAD	71385.00
1101AC LLA : AG SEE ATTACHED FAD	475635.00
1101AD LLA : AH SEE ATTACHED FAD	195281.67
1101AE LLA : AJ SEE ATTACHED FAD	33641.33
1101AF LLA : AK SEE ATTACHED FAD	57435.67
1101AG LLA : AL SEE ATTACHED FAD	32820.67
1101AH LLA : AM SEE ATTACHED FAD	61538.00
1101AJ LLA : AN SEE ATTACHED FAD	31179.33
1101AK LLA : AP SEE ATTACHED FAD	22974.67
1101AL LLA : AQ SEE ATTACHED FAD	166308.00
1101AM LLA : AR SEE ATTACHED FAD	154558.00
1101AN LLA : AS SEE ATTACHED FAD	14462.00
1101AP LLA :	27115.00

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AP SEE ATTACHED FAD

3101AB 43750.00  
 LLA :  
 AG SEE ATTACHED FAD

MOD 7

1101AQ 71366.00  
 LLA :  
 AU SEE ATTACHED FAD

1101AR 15530.00  
 LLA :  
 AV SEE ATTACHED FAD

1101AS 81877.00  
 LLA :  
 AW SEE ATTACHED FAD

3101AS 25000.00  
 LLA :  
 AW SEE ATTACHED FAD

MOD 8

1201AA 17218.00  
 LLA :  
 AA SEE ATTACHED FAD  
 INCREMENTAL FUNDING

1201AB 74000.00  
 LLA :  
 AB SEE ATTACHED FAD  
 INCREMENTAL FUNDING

1201AC 45800.00  
 LLA :  
 AC SEE ATTACHED FAD  
 INCREMENTAL FUNDING

1201AD 2120.00  
 LLA :  
 AD SEE ATTACHED FAD  
 INCREMENTAL FUNDING

3201AD 6250.00  
 LLA :  
 AD SEE ATTACHED FAD  
 INCREMENTAL FUNDING

MOD 9

1201AE 1324.00  
 LLA :  
 AX See FAD

1201AF 33470.00  
 LLA :  
 AY SEE ATTACHED FAD

1201AG 37900.00  
 LLA :  
 AZ SEE ATTACHED FAD

MOD 11

1201AE 14854.00  
 LLA :  
 AX See FAD

1201AH 118887.00  
 LLA :

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BF SEE ATTACHED FAD  
FUNDING

1201AJ 81351.00

LLA :  
BG SEE ATTACHED FAD  
FUNDING

1201AK 149166.00

LLA :  
BH SEE ATTACHED FAD  
FUNDING

1201AL 109597.00

LLA :  
BJ SEE ATTACHED FAD  
FUNDING

1201AM 945805.00

LLA :  
BK SEE ATTACHED FAD  
FUNDING

3201AD 16538.00

LLA :  
BD SEE ATTACHED FAD  
INCREMENTAL FUNDING

3201AE 19017.00

LLA :  
BE SEE ATTACHED FAD  
FUNDING

3201AF 33195.00

LLA :  
BK SEE ATTACHED FAD  
FUNDING

MOD 12

1201AD 3102.00

LLA :  
BD SEE ATTACHED FAD  
INCREMENTAL FUNDING

1201AH 22113.00

LLA :  
BF SEE ATTACHED FAD  
FUNDING

1201AN 4483.00

LLA :  
BE SEE ATTACHED FAD  
Incremental Funding

MOD 14

1301AB 407604.00

LLA :  
CA SEE ATTACHED FAD

1301AC 275000.00

LLA :  
CB SEE ATTACHED FAD

1301AD 350000.00

LLA :  
CC SEE ATTACHED FAD

1301AE 84274.00

LLA :  
CD SEE ATTACHED FAD  
FULLY FUND

1301AF 140456.00

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LLA :  
CE SEE ATTACHED FAD

1301AG 80200.00  
LLA :  
CF SEE ATTACHED FAD

1301AH 14000.00  
LLA :  
CG SEE ATTACHED FAD

1301AJ 21000.00  
LLA :  
CH SEE ATTACHED FAD

1301AK 6000.00  
LLA :  
CJ SEE ATTACHED FAD

1301AL 9000.00  
LLA :  
CK SEE ATTACHED FAD

3301AC 75000.00  
LLA :  
CB SEE ATTACHED FAD

MOD 15

1301AB 2000.00  
LLA :  
CA SEE ATTACHED FAD

1301AH 12762.00  
LLA :  
CG SEE ATTACHED FAD

1301AJ 17734.00  
LLA :  
CH SEE ATTACHED FAD

1301AK 5765.00  
LLA :  
CJ SEE ATTACHED FAD

1301AL 20977.00  
LLA :  
CK SEE ATTACHED FAD

MOD 16

1301AB 46739.00  
LLA :  
CA SEE ATTACHED FAD

1301AE 12540.00  
LLA :  
CD SEE ATTACHED FAD  
FULLY FUND

1301AF 20221.00  
LLA :  
CE SEE ATTACHED FAD

1301AG 10500.00  
LLA :  
CF SEE ATTACHED FAD

1301AH 4022.00  
LLA :  
CG SEE ATTACHED FAD

1301AJ 6228.00  
LLA :  
CH SEE ATTACHED FAD

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1301AK 1683.00  
 LLA :  
 CJ SEE ATTACHED FAD

1301AL 829.00  
 LLA :  
 CK SEE ATTACHED FAD

MOD 17

1301AH 17419.00  
 LLA :  
 CG SEE ATTACHED FAD

1301AJ 26333.00  
 LLA :  
 CH SEE ATTACHED FAD

1301AK 7170.00  
 LLA :  
 CJ SEE ATTACHED FAD

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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.

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

(a) any title, right or interest; and

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

(a) patent or pending patent application number;

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

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

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

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

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

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

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

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

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

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

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

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this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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

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

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

(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

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are exempt from this requirement.

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, 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

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subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

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

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

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

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

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

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

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

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

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

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

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

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

(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.

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

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

(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.

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

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

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

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

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

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

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

H-8 TECHNICAL INSTRUCTIONS

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

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

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

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

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as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

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

#### H-9 ANTICIPATORY COSTS (JAN 1989)(5252.231-9200) (CLINs 1301 & 3301)

For CLINs 1301 and 3301, allowable costs under this contract shall include such costs, incurred by the Contractor in connection with the work covered by this contract during the period from and including 01 October 2008 to the date of this contract, as would have been allowable pursuant to the terms of this contract if this contract had been in effect during said period; provided, however, that such costs shall not in the aggregate exceed the total estimated cost plus fixed fee ceiling for CLINs 1301 and 3301 which amount is included in the estimated cost of this contract.

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## SECTION I CONTRACT CLAUSES

### I-1 CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee (Mar 1997)

### I-2 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-3 FAR 52.232-18 - Availability of Funds. (Apr 1984) (Applicable to CLINs 1201 and 3201)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement (PWS) - Revision 3 dated 01/17/2008

Attachment 2 - Contract Security Classification Specification (DD254)

Attachment 3 - DD254 Attachment, "Information Technology (IT) Systems Personnel Security Program Requirements"

Attachment 4 - Contract Data Requirements List (CDRL)

Attachment 5 - Financial Accounting Data Sheet #1 for COMPOSE (Obligate \$20,000)

Attachment 6 - Financial Accounting Data Sheet for N0017804D4143-NS01-01 (Obligate \$25,000)

Attachment 7 - Financial Accounting Data Sheet for N0017804D4143-NS01-02 (Obligate \$1,427,031)

Attachment 8 - Financial Accounting Data Sheet for N0017804D4143-NS01-04 (Realign Funds)

Attachment 9 - Financial Accounting Data Sheet for N0017804D4143-NS01-05 (Exercise Option 1; Obligate \$104,166.66)

Attachment 10 - Financial Accounting Data Sheet for N0017804D4143-NS01-06 (Incrementally fund \$1,388,084.34)

Attachment 11 - Financial Accounting Data Sheet for Modification 07 (Obligate \$193,773).

Attachment 12 - Financial Accounting Data Sheet for Modification 08 (Obligate \$145,388)

Attachment 13 - Financial Accounting Data Sheet for Modification 09 (Obligate \$72,694)

Attachment 14 - Financial Accounting Data Sheet for Modification 11 (Obligate \$1,448,410)

Attachment 15 - Financial Accounting Data Sheet for Modification 12 (Obligate \$29,698)

Attachment 16 - Financial Accounting Data Sheet for Modification 14 (Obligate \$1,462,534)

Attachment 17 - Financial Accounting Data Sheet for Modification 15 (Obligate \$59,238)