

2. AMENDMENT/MODIFICATION NO. 36	3. EFFECTIVE DATE 23-Jan-2014	4. REQUISITION/PURCHASE REQ. NO. 1300398821	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 Jordan.Ketelsen@navy.mil 619-524-3526	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3703		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-NS09 10B. DATED (SEE ITEM 13) 16-Sep-2006
CAGE CODE 5UTP8	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 – Limitation of Funds (APR 1984)

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) ██████████, Contract Representative	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A Dimla, Contracting Officer
15B. CONTRACTOR/OFFEROR ██████████ (Signature of person authorized to sign)	15C. DATE SIGNED 23-Jan-2014
	16B. UNITED STATES OF AMERICA BY /s/Patrick A Dimla (Signature of Contracting Officer)
	16C. DATE SIGNED 23-Jan-2014

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GENERAL INFORMATION

1. The purpose of this modification is to de-obligate funding from CLIN 1301 as follows:

The total amount of funds obligated to the task is hereby decreased from \$4,806,905.43 by \$76,741.86 to \$4,730,163.57.

CLIN/SLIN/ACRN Type Of Fund	From (\$)	By (\$)	To (\$)
1301/07/AX RDT&E	537,722.00	(76,741.86)	460,980.14

The total value of the order is hereby increased from \$8,198,699.55 by \$0.00 to \$8,198,699.55.

2. Sections B and G are modified accordingly.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	---	---	-----	-----	-----
1001	R408	Base Year - Labor (Fund Type - TBD)	█	█	█	█	█
100101	R408	ACRN AA - For PWS 5.1 (Fund Type - TBD)					
100102	R408	ACRN AB - For PWS 5.2, 5.3 and 5.4 (Fund Type - TBD)					
100103	R408	ACRN AC (Fund Type - TBD)					
100104	R408	ACRN AD (Fund Type - TBD)					
100105	R408	ACRN AE (Fund Type - TBD)					
100106	R408	ACRN AF (Fund Type - TBD)					
1101	R408	Option Year 1 - Labor (Fund Type - TBD)	█	█	█	█	█
110101	R408	Incremental Funding - ACRN AG (Fund Type - TBD)					
110102	R408	Incremental Funding - ACRN AH (Fund Type - TBD)					
110103	R408	Incremental Funding - ACRN AJ (Fund Type - TBD)					
110104	R408	Incremental Funding - ACRN AK (Fund Type - TBD)					
110105	R408	Incremental Funding - ACRN AL (Fund Type - TBD)					
110106	R408	Incremental					

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Funding - ACRN AM
(Fund Type - TBD)

1201 R408 Option Year 2 - Labor (Fund Type - TBD) [REDACTED]

120101 R408 Incremental Funding - ACRN AN (Fund Type - TBD)

120102 R408 Incremental Funding - ACRN AP (Fund Type - TBD)

120103 R408 Incremental Funding - ACRN AQ (Fund Type - TBD)

120104 R408 Incremental Funding - ACRN AR (Fund Type - TBD)

120105 R408 Incremental Funding - ACRN AS (Fund Type - TBD)

120106 R408 Incremental Funding - ACRN AT (Fund Type - TBD)

1301 R408 Option Year 3 - Labor (Fund Type - TBD) [REDACTED]

130101 R408 Incremental Funding - ACRN AV (O&MN,N)

130102 R408 Incremental Funding - ACRN AW (RDT&E)

130103 R408 Incremental Funding - ACRN AV (O&MN,N)

130104 R408 Incremental Funding - ACRN AW (RDT&E)

130105 R408 Incremental Funding - ACRN AX (RDT&E)

130106 R408 Incremental Funding - ACRN AY (O&MN,N)

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130107 R408 Incremental
Funding - ACRN
AX
Pullback Excess
Funds(Deobligate
76,741.86 per mod
36/ PR
1300398821)
(RDT&E)

130108 R408 Incremental
Funding - ACRN AY
(O&MN,N)

1401 R408 Option Year 4 - Labor (Fund Type - TBD)

140101 R408 Incremental
Funding - ACRN AZ
(O&MN,N)

140102 R408 Incremental
Funding - ACRN BA
(RDT&E)

140103 R408 Incremental
Funding - ACRN AZ
(O&MN,N)

140104 R408 Incremental
Funding - ACRN BA
(RDT&E)

140105 R408 Incremental
Funding - ACRN BB
(RDT&E)

140106 R408 Incremental
Funding - ACRN BC
(RDT&E)

140107 R408 Incremental
Funding - ACRN BC
(RDT&E)

140108 R408 Incremental
Funding - ACRN BD
(RDT&E)

140109 R408 Incremental
Funding - ACRN BA
(RDT&E)

140110 R408 Incremental
Funding - ACRN BE
(RDT&E)

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140111 R408 Incremental
Funding - ACRN
AZ(deob'
\$13,800.12 per
PR#1300175718-000
9/mod 32)(deob'
\$5,000 per
PR#1300175718-001
0/mod35) (O&MN,N)

140112 R408 Incremental
Funding - ACRN BE
(RDT&E)

140113 R408 Incremental
Funding - ACRN BF
(deob' \$30,000
per
PR#1300175718-000
9/mod 32) (RDT&E)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
3001	R408	Base Year - Other Direct Costs (ODC) and Travel. Non-fee bearing. (Fund Type - TBD)	1.0	LO	\$79,369.00
300101	R408	ACRN AA - For PWS 5.1 (Fund Type - TBD)			
300102	R408	ACRN AB - For PWS 5.2, 5.3 and 5.4 (Fund Type - TBD)			
300103	R408	ACRN AD (Fund Type - TBD)			
300104	R408	ACRN AF (Fund Type - TBD)			
300105	R408	ACRN AU (Fund Type - TBD)			
300106	R408	ACRN AC (Fund Type - TBD)			
3101	R408	Option Year 1 - Other Direct Costs (ODC) and Travel. Non-fee	1.0	LO	\$48,545.00

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bearing. (Fund
Type - TBD)

310101 R408 Incremental
Funding - ACRN AG
(Fund Type - TBD)

310102 R408 Incremental
Funding - ACRN AK
(Fund Type - TBD)

310103 R408 Incremental
Funding - ACRN AM
(Fund Type - TBD)

3201 R408 Option Year 2 - 1.0 LO \$40,000.00
Other Direct
Costs (ODC) and
Travel. Non-fee
bearing. (Fund
Type - TBD)

320101 R408 Incremental
Funding - ACRN AN
(Fund Type - TBD)

320102 R408 Incremental
Funding - ACRN AP
(Fund Type - TBD)

3301 R408 Option Year 3 - 1.0 LO \$41,000.00
Other Direct
Costs (ODC) and
Travel. Non-fee
bearing. (Fund
Type - TBD)

330101 R408 Incremental
Funding - ACRN AV
(O&MN,N)

330102 R408 Incremental
Funding - ACRN AW
(RDT&E)

330103 R408 Incremental
Funding - ACRN AX
(RDT&E)

330104 R408 Incremental
Funding - ACRN AY
(O&MN,N)

330105 R408 Incremental
Funding - ACRN AX
(RDT&E)

330106 R408 Incremental

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Funding - ACRN AY
(O&MN,N)

3401	R408	Option Year 4 - Other Direct Costs (ODC) and Travel. Non-fee bearing. (Fund Type - TBD)	1.0 LO	\$47,748.55
340101	R408	Incremental Funding-ACRN BA (RDT&E)		
340102	R408	Incremental Funding-ACRN AZ(deob' \$3,127.78 per PR#1300175718-000 9/mod 32) (O&MN,N)		
340103	R408	Incremental Funding-ACRN BB (RDT&E)		
340104	R408	Incremental Funding-ACRN BC (RDT&E)		
340105	R408	Incremental Funding-ACRN BF (deob' \$10,000.00 per PR#1300175718-001 0/mod 34) (RDT&E)		
340106	R408	Incremental Funding-ACRN BG (RDT&E)		

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) 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.

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CLIN / FIXED FEE / STAFF HOURS / FEE PERCENTAGE

1001 / \$ 52,883 / 11,000 / 6.36%

1101 / \$100,558 / 20,000 / 6.33%

1201 / \$103,339 / 20,000 / 6.32%

1301 / \$106,197 / 20,000 / 6.31%

1401 / \$36,999.25 / 20,000 / 6.31%

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:

<u>ITEM(S)</u>	<u>AMOUNT ALLOTTED (COST AND FEE)</u>
1001	██████████
1101	██████████
1201	██████████
3001	██████████
3101	\$ ██████████
3201	██████████
1301	██████████4
3301	██████████
1401	██████████
3401	██████████

(c) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

PEO-C4I and Space Front Office Technical Directors Support

1.0 INTRODUCTION

The Program Executive Office (PEO) for Command, Control, Communications, Computers and Intelligence (C4I) are acquiring program management and technical support services to integrate and support a common Service C4I architecture for the Fleet and joint war-fighter.

2.0 BACKGROUND

Reporting directly to the Assistant Secretary of the Navy for Research, Development and Acquisition (ASN RD&A) and in coordination with the Deputy Assistant Secretary of the Navy (DASN) for C4I, Electronic Warfare and Space programs and other DoN PEOs, PEO C4I and Space is the Naval integration point into a DoD-wide C4I architecture. As the acquisition lead for Naval C4I systems, PEO C4I and Space will help ensure the operational concepts that support Seapower 21 are turned into combat capability and decision superiority.

3.0 SCOPE

The objective of this Task Order is to obtain program management and technical support services for PEO C4I Technical Directors.

4.0 APPLICABLE DIRECTIVES

The Contractor shall adhere to the following documentation in the performance of the tasks identified in Section 5.0, Performance Requirements of this PWS:

Document Type	No./Version	Title	Date
CJCSI	3170.01E	Joint Capabilities Integration and Development System	11-May-05
CJCSI	6212.01C	Interoperability and Supportability of Information Technology and National Security Systems	11/20/2003
CNETINST	4650.4	Government Travel Charge Card Program	
CNETINST	5230.9	Electronic Mail (E-Mail) Policy and Standards	12-May-03
Code of Federal Regulation	Title 48 Vol 1,2	Federal Acquisition Regulations	Current year
DOD Directive	5000.1	The Defense Acquisition System	12-May-03
DOD Directive	5010.38	Management Control Program	28-Jun-1996

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DoD Instruction	5000.2	Operation of the Defense Acquisition System	3-May-04
DoD Regulation	7000.14	Financial Management Regulations	
DODI	5010.4	Management Control Program Procedures	8/28/1996
DON Guidance		Information Assurance Strategy Template for Submission by Acquisition Program Managers, DoN CIO Guidance	11/9/1999
Federal Regulation	Title 48 CFR, Chapter 2	Defense Federal Acquisition Regulation Supplement	15-Dec-03
Joint Regulation	JTFR Vol 1	DoD Uniformed Service Travel	
Joint Regulation	JTR	DoD Civilian Personnel Travel	1-Apr-04
Manual	NTP-3	Naval Telecommunications Procedures	1-Jul-87
Manual	NTP-3 SUPP-1	Telecommunications Users Manual U.S. Navy Address Indicating Group (AIG) and Collective Address Designator (CAD) Handbook	
OPNAVINST	5218.7B	Navy Official Mail Management Instruction	21-Oct-98
OPNAVNOTE	5215	DON Directives Consolidated Subject Index	12-May-03
SECNAVINST	5210.11	DON File Maintenance Procedures and Standard Subject Identification Codes (SSIC)	20-Oct-87
SECNAVINST	5214.2	DON Information Requirements (Reports) Management Program	6-Dec-88

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SECNAVINST	5000.2C	Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System	19-Nov-04
SECNAVINST	5200.35D	DoN Management Control Program	10-Dec-1997
SECNAVINST	5216.5D	Department of the Navy Correspondence Manual	28-May-98
SPAWAR	Ver 1.1	SPAWAR Business Financial Manager's Manual	27-Aug-02
SPAWARINST	5721.1	SPAWAR Section 508 Implementation Policy	18-Jan-02
United States Code	Title 31 Section 113	Federal Managers Financial Integrity Act	8-Sep-82
	NTP-22	Defense Message System Local Management Policies and Procedures Program Object Memorandum (POM)	

5.0 PERFORMANCE REQUIREMENTS

The Contractor shall perform the following tasks in accomplishing the requirements of this Task Order (TO). The Contractor shall provide the necessary timely assistance to meet PEO emergent requirements as requested by Government task managers or other properly designated authority. This task order contains elements for support in the areas of PEO technical direction. The Contractor shall participate in command-sponsored training, as assigned. Command sponsored training is defined as High Performance Organization (HPO), Team Building, and organizational development such as LEAN Six Sigma, but does not include training that would incur additional government cost.

5.1 Program Management Support. (O&M,N)

The Contractor shall provide support to the PEO C4I and Space, Technical Directors, (TD) as described below. Support provided shall meet the schedule assigned by the requester and documents produced shall be in the requested format, accurate, complete and free of grammatical, typographical and spelling errors, 95% of the time.

5.1.1 The Contractor shall provide administrative support to the PEO C4I and Space Technical Directors as follows:

5.1.1.1 The Contractor shall collect, organize, route, file, and retrieve documentation to include correspondence, messages, meeting minutes, and other forms associated with the office. All documentation shall be filed in one day or less and in accordance with SECNAVIST 5210.11 or local procedures. A serialized list of all documentation shall be compiled, updated and submitted to the Technical Directors weekly unless otherwise directed.

5.1.1.2 The Contractor shall establish and maintain the office schedule to include meeting requests, conference scheduling, VTC support, and group calendar tracking. The office schedule shall be updated immediately upon

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notification of a change and available for review when requested.

5.1.1.3 The Contractor shall schedule and coordinate government travel plans to include arranging transportation, lodging, and rental car as requested by the traveler. Travel arrangements and vouchers shall be accurate and conform to the Joint Travel Regulation. When finalized, the Contractor shall provide both paper and electronic itinerary copies to the government traveler.

5.1.1.4 The Contractor shall maintain an electronic library of documents. This repository shall include: briefings, point papers, naval messages, and other identified documents. This repository shall be kept up to date and reviewed quarterly to ensure accuracy and remove duplication. Data files shall be uploaded within one day of being sent to the Contractor for storage.

5.1.1.5 The Contractor shall develop, maintain, and track action items for the Dir TD staff for weekly review. The Contractor shall send notification to the action addressee the day before the action item is due to ensure timely response. The Contractor shall identify all late items in the weekly review.

5.1.2 The Contractor shall provide program management support to the PEO C4I and Space Technical Directors as follows:

5.1.2.1 The contractor shall investigate, conduct surveys and compile statistics necessary to prepare reports, correspondence, messages and memoranda within the timeframe required by the requestor. Background research will be coordinated within Dir TD staff in such a manner as to minimize disruption within the office, while ensuring the proper information is gathered and compiled in order to meet the required schedule.

5.1.2.2 The contractor shall support PEO C4I and Space, Technical Directors with the preparation and development of graphics, briefings and multimedia presentations. Preparation shall include creating illustrations, diagrams, and charts, as directed by designated personnel.

5.1.2.3 The contractor shall perform a variety of advanced clerical duties to assist with the proper management of PEO C4I and Space, Technical Directors business. These duties include use of the advanced features in the provided software to perform data and statistical analysis of information and the ability to transform this information into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the requestor.

5.1.2.4 The Contractor shall provide support in developing and responding to technical drills, data calls, white papers and requests for information from multiple sources. The Contractor shall develop, or request from the appropriate PMWs or other PEO/SPAWAR sources, the necessary data to develop initial and final revisions and provide proper response in the assigned timeframe.

5.1.2.5 The Contractor shall provide technical and planning support for technical meetings, conferences and working groups such as the chief engineer council meeting. This support shall include coordination of the meetings, drafting meeting agendas, setup and operation of Video Teleconferencing (VTC) equipment and other audio-visual equipment, taking meeting minutes, and finalizing and distributing those minutes as directed.

5.2 Development Support (RDT&E)

5.2.1 The Contractor shall provide support to the PEO C4I and Space, Technical Directors, (TD) for Program Oversight as described below. Support provided shall meet the schedule assigned by the requester and documents produced shall be in the requested format, accurate, complete and free of grammatical, typographical and spelling errors, 95% of the time.

5.2.1.1 The Contractor shall provide technical and program management expertise on Research and Development efforts concerning PEO C4I systems. Support shall be substantively correct and provided within the timeframe necessary to facilitate development and fielding of C4I systems within the required schedule.

5.2.1.2 The Contractor shall coordinate and participate in technical working group meetings and acquisition coordination teams (ACT). The Contractor shall prepare all documentation required to participate in the meetings and teams. The Contractor shall submit a meeting report within four days of the meeting identifying action items.

5.2.1.3 The Contractor shall assist the PEO in reviewing technical documentation produced by the program offices and advising the PEO/PEO personnel on acquisition policy and procedures, relative to Research and Development efforts. All Contractor advice shall comply with all Federal, DoD, DoN and SPAWAR requirements. The Contractor shall research acquisition requirements and provide the appropriate input to PEO to ensure compliance within the requested timeframe.

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5.2.2 The Contractor shall provide programmatic and technical subject matter expertise to the PEO as follows:

5.2.2.1 The Contractor shall perform independent assessments of PEO RDT&E programs as assigned to determine programmatic and technical risks using commercial best practices. The Contractor shall prepare and submit the draft report for review and acceptance per Section 10.0 Best Practices requirements within the agreed upon schedule.

5.2.2.2 The Contractor shall review assigned industry and commercial best practices and submit written recommendations for process improvement to PEO Research and Development projects and programs. Contractor recommendations shall identify specific improvements and cost savings to be gained by PEO implementation. All Contractor recommendations shall be in accordance with Section 4.0 Directives, and submitted in the format and within the agreed upon schedule.

5.2.2.3 Contractor shall review assigned Net-Centric Enterprise Solution for Interoperability (NESI) and Open Architecture (OA) program assessments and provide written comments and recommendations identifying improvements and deficiencies within the agreed upon schedule.

5.2.2.4 The contractor shall coordinate and provide technical expertise in IPTs, working group meetings, program reviews, video teleconference (VTCs) and planning sessions to support the effective execution of PEO C4I and Space Roadmap. Provide agendas, prepare meeting technical issues report, and track action items.

5.2.2.5 The contractor shall coordinate and provide technical expertise in Science and Technology (S&T), working group meetings, program reviews, video teleconference (VTCs) and planning sessions to support the effective execution of PEO C4I S&T efforts. Provide agendas, prepare meeting technical issues report, and track action items.

5.3 PEO Network and Communication Technical Director Support (RDT&E)

5.3.1 The Contractor shall provide support to the PEO C4I and Space, Network and Communication Technical Director for Program Oversight as described below. Support provided shall meet the schedule assigned by the requester and documents produced shall be in the requested format, accurate, complete and free of grammatical, typographical and spelling errors, 95% of the time.

5.3.1.1 The Contractor shall provide technical and program management expertise on development efforts to facilitate development and fielding of Network and Communication systems within the required schedule.

5.3.1.2 The Contractor shall provide requirements analysis support, as part of the PEO Network and Communication engineering team. The contractor shall gather information at engineering discussions, draft white papers, position papers, and other requirements documentation, as directed. The contractor's inputs must be appropriate and in sufficient detail and clarity to support enhancement of Network and Communication designs and migration activities.

5.3.1.3 The contractor shall review Network and Communication upgrade methodologies as input to the PMW evolution for PEO Net-Centric Warfare (NCW) roadmap. The contractor shall provide inputs and make recommendations for the design, implementation and maintenance of Network and Communication systems that support Net-Centric Warfare. The contractor's inputs recommending system improvements, and design concepts shall be comprehensive and shall cover appropriate system capabilities and implementation needs. The recommendations shall not degrade the operational and mission requirements.

5.3.1.4 The contractor shall participate in the periodic Network and Communication meetings by representing the PEO C4I Network and Communication domain in discussing and recommending approaches to resolving interactions and technical issues with other cooperating activities and PEO domains. The contractor shall provide technical presentations, and answer technical questions. The Contractor shall produce a trip/meeting report describing topics discussed, decisions made, and action items assigned for each meeting. The presentations and inputs must be in sufficient detail and clarity to support critical program decisions and for incorporation into the program plans and actions. The trip reports must include comprehensive meeting minutes, which clearly describe all items of discussion, and be submitted to the Technical Director for Program Oversight within five business days after the end of the meeting.

5.4 PEO C2ISR Technical Director Support (RDT&E)

5.4.1 The Contractor shall provide support to the PEO C4I and Space, C2ISR Technical Director for Program Oversight as described below. Support provided shall meet the schedule assigned by the requester and documents produced shall be in the requested format, accurate, complete and free of grammatical, typographical and spelling errors, 95% of the time.

5.4.1.1 The Contractor shall provide technical and program management expertise on development efforts to facilitate

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development and fielding of C2ISR systems within the required schedule.

5.4.1.2 The Contractor shall provide requirements analysis support, as part of the PEO C2ISR engineering team. The contractor shall gather information at engineering discussions, draft white papers, position papers, and other requirements documentation, as directed. The contractor's inputs must be appropriate and in sufficient detail and clarity to support enhancement of C2ISR designs and migration activities.

5.4.1.3 The contractor shall review C2ISR upgrade methodologies as input to the PMW evolution for PEO Net-Centric Warfare (NCW) roadmap. The contractor shall provide inputs and make recommendations for the design, implementation and maintenance of C2ISR systems that support Net-Centric Warfare. The contractor's inputs recommending system improvements, and design concepts shall be comprehensive and shall cover appropriate system capabilities and implementation needs. The recommendations shall not degrade the operational and mission requirements.

5.4.1.4 The contractor shall participate in the periodic C2ISR meetings by representing the PEO C2ISR domain in discussing and recommending approaches to resolving interactions and technical issues with other cooperating activities and PEO domains. The contractor shall provide technical presentations, and answer technical questions. The Contractor shall produce a trip/meeting report describing topics discussed, decisions made, and action items assigned for each meeting. The presentations and inputs must be in sufficient detail and clarity to support critical program decisions and for incorporation into the program plans and actions. The trip reports must include comprehensive meeting minutes, which clearly describe all items of discussion, and be submitted to the Technical Director for Program Oversight within five business days after the end of the meeting.

6.0 DELIVERABLES

The Contractor shall provide the following deliverables within the timeframe specified:

Products	Due Date
Monthly Status Report	15th of each month
Technical Reports / Security Assessments and Navy position papers/briefings	As assigned by the requester
Management and Technical Documentation	As assigned by the requester
Technical Material & Briefing Reports	5 working days after completion
Trip Reports/Meeting Minutes	3 working days after event

7.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide access to PEO-C4I information, databases, metrics formats and other information as required for proper task performance.

8.0 SECURITY

The nature of these tasks requires access to Secret information. The work performed by the Contractor will include access to Secret data, information, and spaces.

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

9.0 NAVY MARINE CORPS INTRANET (NMCI)

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

10.0 BEST PRACTICES

Work performed by the Contractor shall provide support to PEO C4I and Space and SPAWAR command-level "Best Practices" principles incorporated in the SPAWAR Program Manager's Toolkit Acquisition Support Office Guides: (1)

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Acquisition Program Structure Guide; (2) Contract Management Process Guide; (3) Program Manager's Handbook; (4) Scheduling Guide; (5) Systems Engineering Guide; (6) Technology Alignment Guide and support the command wide implementation process.

Additionally, the Contractor shall adhere to:

- SPAWAR Business Financial Managers Manual
- SPAWARINST 7720.4C, Policy and Responsibilities for SPAWAR Cost Estimating & Analysis
- SPAWAR Standard Reports Policy dated 7 Jul 04
- SPAWAR Global Work Breakdown Structure
- SPAWARINST 7301.1A Tri-annual Reviews of Commitments and Obligations dated 9 Oct 2002

11.0 TECHNICAL POINT OF CONTACT

Task Order Manager: Charlie Suggs; email: charles.suggs@navy.mil; phone (619) 524-7237

Technical Point of Contact: Greg Settelmayer; email: gregory.settelmayer@navy.mil; phone (619) 524-7182

12.0 WORKLOAD ESTIMATE

The following workload data is provided for informational purposes only to assist you in estimating the price of this Task Order.

Number of staff-hours per year:

Base Year - 11,000

Option Year 1 - 20,000

Option Year 2 - 20,000

Option Year 3 - 20,000

Option Year 4 - 20,000

Other Direct Costs (ODC) and Travel:

3001: \$33,000

3101: \$39,000

3201: \$40,000

3301: \$41,000

3401: \$41,000

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.

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(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 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 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
 - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
 - ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 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.

C-4 WORKWEEK (DEC 1999)(SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday through Friday 0800 to 1630. 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

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M e m o r i a l D a y L a s t M o n d a y i n M a y
 I n d e p e n d e n c e D a y 4 J u l y
 L a b o r D a y F i r s t M o n d a y i n S e p t e m b e r
 C o l u m b u s D a y S e c o n d M o n d a y i n O c t o b e r
 V e t e r a n ' s D a y 1 1 N o v e m b e r
 T h a n k s g i v i n g D a y F o u r t h T h u r s d a y i n N o v e m b e r
 C h r i s t m a s D a y 2 5 D e c e m b e r

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

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

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

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

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

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

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been 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 SHIP TO INFORMATION:

See Section G - Task Order Manager

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SECTION E INSPECTION AND ACCEPTANCE

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

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

F-1 PERIODS OF PERFORMANCE (Dec 1999)

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

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

The above periods 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

G-1 STANDARD MONTHLY STATUS REPORTS

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

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

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

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

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

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

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

This is a Cost Plus Fixed Fee task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009) (SPAWAR G-300)

(a) Invoices for services rendered under this N00178-04-D-4119 Task Order NS09 shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site: http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

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(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

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

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC	S2404A
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	Charles Suggs, (619) 524-7237, Charles.Suggs@navy.mil
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	Charles Suggs
Acceptor Contact Information	Charles Suggs, (619) 524-7237, Charles.Suggs@navy.mil
COR Contact Information	Charles Suggs, (619) 524-7237, Charles.Suggs@navy.mil
LPO Contact Information	N/A
DCAA Auditor DoDAAC **:	HAA245
Service Approver DoDAAC **:	S2404A
PAY DODAAC	HQ0338

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

** Only applies to cost vouchers.

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

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Charles Suggs	Charles.Suggs@navy.mil	(619) 524-7237	COR/Receiver/Acceptor

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

[REDACTED]

G-6 TASK ORDER MANAGER

Charles E Suggs, 05BA

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Accounting Data

SLINID	PR Number	Amount

100101		13000.00
LLA :		
AA SEE FAD		
ACRN:AA For PWS 5.1		
100102		60000.00
LLA :		
AB SEE FAD		
ACRN:AB For PWS 5.2, 5.3 and 5.4		
300101		2000.00
LLA :		
AA SEE FAD		
ACRN:AA For PWS 5.1		
300102		10000.00
LLA :		
AB SEE FAD		
ACRN:AB For PWS 5.2, 5.3 and 5.4		
BASE Funding 85000.00		
Cumulative Funding 85000.00		
MOD 01		
100101		30000.00
LLA :		
AA SEE FAD		
ACRN:AA For PWS 5.1		
100102		170000.00
LLA :		
AB SEE FAD		
ACRN:AB For PWS 5.2, 5.3 and 5.4		
MOD 01 Funding 200000.00		
Cumulative Funding 285000.00		
MOD 02		
100101		57000.00
LLA :		
AA SEE FAD		
ACRN:AA For PWS 5.1		
100103		60000.00
LLA :		
AC SEE FAD		
100104		252000.00
LLA :		
AD SEE FAD		
300101		3000.00
LLA :		
AA SEE FAD		
ACRN:AA For PWS 5.1		

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310102 9167.00
 LLA :
 AK SEE FAD

MOD 05 Funding 107291.00
 Cumulative Funding 986460.00

MOD 06

300101 13169.00
 LLA :
 AA SEE FAD
 ACRN:AA For PWS 5.1

MOD 06 Funding 13169.00
 Cumulative Funding 999629.00

MOD 07

110102 24906.00
 LLA :
 AH SEE FAD

110103 7326.00
 LLA :
 AJ SEE FAD

110104 4395.00
 LLA :
 AK SEE FAD

MOD 07 Funding 36627.00
 Cumulative Funding 1036256.00

MOD 08

100106 (35000.00)
 LLA :
 AF SEE FAD

110101 35700.00
 LLA :
 AG SEE FAD

110102 19468.00
 LLA :
 AH SEE FAD

110103 308081.00
 LLA :
 AJ SEE FAD

110105 28000.00
 LLA :
 AL SEE FAD

310102 5833.00
 LLA :
 AK SEE FAD

MOD 08 Funding 362082.00
 Cumulative Funding 1398338.00

MOD 09

110101 92400.00
 LLA :

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AG SEE FAD

110102 24080.00
LLA :
AH SEE FAD

110104 81520.00
LLA :
AK SEE FAD

110105 7000.00
LLA :
AL SEE FAD

310101 3000.00
LLA :
AG SEE FAD

310102 6000.00
LLA :
AK SEE FAD

MOD 09 Funding 214000.00
Cumulative Funding 1612338.00

MOD 10

110106 191500.00
LLA :
AM SEE FAD

310101 6045.00
LLA :
AG SEE FAD

310103 13500.00
LLA :
AM SEE FAD

MOD 10 Funding 211045.00
Cumulative Funding 1823383.00

MOD 11

110105 (35000.00)
LLA :
AL SEE FAD

110106 (65430.00)
LLA :
AM SEE FAD

120101 13000.00
LLA :
AN SEE FAD

120102 25000.00
LLA :
AP SEE FAD

120103 30000.00
LLA :
AQ SEE FAD

120104 18000.00
LLA :
AR SEE FAD

310102 (13702.00)
LLA :

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AK SEE FAD

310103 (13500.00)
LLA :
AM SEE FAD

320101 2770.00
LLA :
AN SEE FAD

320102 5000.00
LLA :
AP SEE FAD

MOD 11 Funding -33862.00
Cumulative Funding 1789521.00

MOD 12

100103 (2700.00)
LLA :
AC SEE FAD

100105 (36000.00)
LLA :
AE SEE FAD

120101 28730.00
LLA :
AN SEE FAD

120102 39840.00
LLA :
AP SEE FAD

120103 179147.00
LLA :
AQ SEE FAD

120104 315900.00
LLA :
AR SEE FAD

120105 193014.00
LLA :
AS SEE FAD

120106 26100.00
LLA :
AT SEE FAD

300105 500.00
LLA :
AU SEE FAD

300106 2700.00
LLA :
AC SEE FAD

320101 3000.00
LLA :
AN SEE FAD

320102 5000.00
LLA :
AP SEE FAD

MOD 12 Funding 755231.00
Cumulative Funding 2544752.00

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MOD 13

120101 47500.00
LLA :
AN SEE FAD

MOD 13 Funding 47500.00
Cumulative Funding 2592252.00

MOD 14

120101 42000.00
LLA :
AN SEE FAD

320101 5500.00
LLA :
AN SEE FAD

MOD 14 Funding 47500.00
Cumulative Funding 2639752.00

MOD 15

120101 28500.00
LLA :
AN SEE FAD

320101 3000.00
LLA :
AN SEE FAD

320102 3000.00
LLA :
AP SEE FAD

MOD 15 Funding 34500.00
Cumulative Funding 2674252.00

MOD 16

120101 6563.00
LLA :
AN SEE FAD

120102 (359.00)
LLA :
AP SEE FAD

120103 (918.00)
LLA :
AQ SEE FAD

120104 (6519.00)
LLA :
AR SEE FAD

120105 (3759.00)
LLA :
AS SEE FAD

120106 (4814.00)
LLA :
AT SEE FAD

320101 5193.00
LLA :
AN SEE FAD

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MOD 16 Funding -4613.00
Cumulative Funding 2669639.00

MOD 17

130101 17599.00
LLA :
AV 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178221

130102 82079.00
LLA :
AW 1701319 X7KP 252 00039 0 050120 2D 000000 COST CODE: 000000178308

MOD 17 Funding 99678.00
Cumulative Funding 2769317.00

MOD 18

130103 PR000391389 15599.00
LLA :
AV 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178221

130104 PR000391389 80079.00
LLA :
AW 1701319 X7KP 252 00039 0 050120 2D 000000 COST CODE: 000000178308

330101 PR000391389 2000.00
LLA :
AV 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178221

330102 PR000391389 2000.00
LLA :
AW 1701319 X7KP 252 00039 0 050120 2D 000000 COST CODE: 000000178308

MOD 18 Funding 99678.00
Cumulative Funding 2868995.00

MOD 19

130105 80079.00
LLA :
AX 1701319 X7KP 255 00039 0 050120 2D 000000 COST CODE: A10000340443

130106 15599.00
LLA :
AY 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000340443

330103 2000.00
LLA :
AX 1701319 X7KP 255 00039 0 050120 2D 000000 COST CODE: A10000340443

330104 2000.00
LLA :
AY 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000340443

MOD 19 Funding 99678.00
Cumulative Funding 2968673.00

MOD 20

130107 1300141756-0001 537722.00
LLA :
AX 1701319 X7KP 255 00039 0 050120 2D 000000 COST CODE: A10000340443
CIN 130014175600004

130108 1300141756-0001 112155.00
LLA :
AY 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000340443

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CIN 130014175600003

330105 1300141756-0001 4000.00
 LLA :
 AX 1701319 X7KP 255 00039 0 050120 2D 000000 COST CODE: A10000340443
 CIN 130014175600004

330106 1300141756-0001 4000.00
 LLA :
 AY 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000340443
 CIN 130014175600003

MOD 20 Funding 657877.00
 Cumulative Funding 3626550.00

MOD 21 Funding 0.00
 Cumulative Funding 3626550.00

MOD 22

140101 1300175718-0001 42840.00
 LLA :
 AZ 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000589832
 CIN 130017571800002

140102 1300175718-0001 212240.00
 LLA :
 BA 1711319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10000589832
 CIN 130017571800003

340101 4000.00
 LLA :
 BA 1711319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10000589832
 CIN Number 130017571800003

MOD 22 Funding 259080.00
 Cumulative Funding 3885630.00

MOD 23

140103 1300175718-0002 78680.00
 LLA :
 AZ 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000589832
 CIN 130017571800004

140104 1300175718-0002 100000.00
 LLA :
 BA 1711319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10000589832
 CIN 130017571800006

340102 1300175718-0002 7000.00
 LLA :
 AZ 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000589832
 CIN 130017571800004

MOD 23 Funding 185680.00
 Cumulative Funding 4071310.00

MOD 24

140105 1300194147 190061.00
 LLA :
 BB 1711319 W3DM 255 RA313 0 068342 2D 000000 COST CODE: 02919000P380
 Standard Number: IFD N0001411WX21157
 CIN 130019414700001

340103 1300194147 16000.00
 LLA :
 BB 1711319 W3DM 255 RA313 0 068342 2D 000000 COST CODE: 02919000P380

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Standard Number: IFD N0001411WX21157
CIN 130019414700001

MOD 24 Funding 206061.00
Cumulative Funding 4277371.00

MOD 25

140106 1300175718-0003 96000.00
LLA :
BC 1711319 X5BF 255 00039 0 050120 2D 000000 COST CODE: A30000589832
CIN 130017571800008

340104 1300175718-0003 4000.00
LLA :
BC 1711319 X5BF 255 00039 0 050120 2D 000000 COST CODE: A30000589832
CIN 130017571800008

MOD 25 Funding 100000.00
Cumulative Funding 4377371.00

MOD 26

140107 1300175718 100000.00
LLA :
BC 1711319 X5BF 255 00039 0 050120 2D 000000 COST CODE: A30000589832
CIN 130017571800010

MOD 26 Funding 100000.00
Cumulative Funding 4477371.00

MOD 27

140108 1300194147-0001 20000.00
LLA :
BD 1711319 W2DF 255 RA313 0 068342 2D 000000 COST CODE: 0227100032H0
Standard Number: OCF # N0001411RX20007
CIN 130019414700003

MOD 27 Funding 20000.00
Cumulative Funding 4497371.00

MOD 28 Funding 0.00
Cumulative Funding 4497371.00

MOD 29

140109 1300175718-0006 55660.00
LLA :
BA 1711319 X5XY 255 00039 0 050120 2D 000000 COST CODE: A10000589832
CIN 130017571800011

140110 1300175718-0006 74060.00
LLA :
BE 1711319 X544 255 00039 0 050120 2D 000000 COST CODE: A40000589832
CIN 130017571800012

MOD 29 Funding 129720.00
Cumulative Funding 4627091.00

MOD 30

140111 1300175718-0007 33000.00
LLA :
AZ 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000589832
CIN 130017571800013

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140112 1300175718-0007 38000.00
 LLA :
 BE 1711319 X544 255 00039 0 050120 2D 000000 COST CODE: A40000589832
 CIN 130017571800014

MOD 30 Funding 71000.00
 Cumulative Funding 4698091.00

MOD 31

140113 1300175718-0008 150866.00
 LLA :
 BF 1711319 X7JN 255 00039 0 050120 2D 000000 COST CODE: A50000589832
 CIN 130017571800015

340105 1300175718-0008 10000.00
 LLA :
 BF 1711319 X7JN 255 00039 0 050120 2D 000000 COST CODE: A50000589832
 CIN 130017571800015

MOD 31 Funding 160866.00
 Cumulative Funding 4858957.00

MOD 32

140111 1300175718-0007 (13800.12)
 LLA :
 AZ 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000589832
 CIN 130017571800013

140113 1300175718-0008 (30000.00)
 LLA :
 BF 1711319 X7JN 255 00039 0 050120 2D 000000 COST CODE: A50000589832
 CIN 130017571800015

340102 1300175718-0002 (3127.78)
 LLA :
 AZ 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000589832
 CIN 130017571800004

MOD 32 Funding -46927.90
 Cumulative Funding 4812029.10

MOD 33

340106 1300194147-0002 9876.33
 LLA :
 BG 1711319 W2DC 255 RA313 0 068342 2D 000000 COST CODE: 0223500012C0
 Standard Number: OCF Doc. N0001411RX20031
 CIN 130019414700004

MOD 33 Funding 9876.33
 Cumulative Funding 4821905.43

MOD 34

340105 1300175718-0008 (10000.00)
 LLA :
 BF 1711319 X7JN 255 00039 0 050120 2D 000000 COST CODE: A50000589832
 CIN 130017571800015

MOD 34 Funding -10000.00
 Cumulative Funding 4811905.43

MOD 35

140111 1300175718-0007 (5000.00)

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LLA :
AZ 1711804 5U7N 252 00039 0 050120 2D 000000 COST CODE: A00000589832
CIN 130017571800013

MOD 35 Funding -5000.00
Cumulative Funding 4806905.43

MOD 36

130107 1300141756-0001 (76741.86)
LLA :
AX 1701319 X7KP 255 00039 0 050120 2D 000000 COST CODE: A10000340443
CIN 130014175600004
Pullback Excess Funds(Deobligate \$76,741.86 per mod 36/ PR 1300398821)

MOD 36 Funding -76741.86
Cumulative Funding 4730163.57

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

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

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

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

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

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

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- (a) any title, right or interest; and
- (b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:
- (a) patent or pending patent application number;
- (b) title of the patent or pending patent application;
- (c) issue date of the patent, or filing date of the pending patent application;
- (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
- (e) the nature of the Contractor's right, title or interest in the background invention;
- (f) if the Government or any third part has any right, title or interest in the background invention; and
- (g) if the Contractor is willing to sell the Government a license to practice the background invention.

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

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

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

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in

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

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

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

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

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

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

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

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

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

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

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advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Planning phase.

(2) Defense Planning Guidance.

(3) Programming Phase.

(4) Fiscal Guidance (when separate from Defense Planning guidance).

(5) Program Objective Memoranda.

(6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).

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

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

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

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

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TYPED NAME _____

DATE _____

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

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

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

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

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

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

H-8 TECHNICAL INSTRUCTIONS

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

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

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

I-2 CLAUSES INCORPORATED BY REFERENCE

52.232-18 Availability of Funds (1984)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Data Requirements List - DD Form 1423

Attachment 1a - Contract Data Requirements List - DD Form 1423

Attachment 1b - Contract Data Requirements List - DD Form 1423

Attachment 1c - Contract Data Requirements List - DD Form 1423

Attachment 2 - Contract Security Classification Specification - DD Form 254

Attachment 3 - Financial Accounting Data Sheet

Attachment No. 4 - Financial Accounting Data (FAD) Sheet - Mod 01

Attachment No. 5 - Financial Accounting Data (FAD) Sheet - Mod 02

Attachment No. 6 - Financial Accounting Data (FAD) Sheet - Mod 03

Attachment No. 7 - Financial Accounting Data (FAD) Sheet - Mod 04

Attachment No. 8 - Financial Accounting Data (FAD) Sheet - Mod 05

Attachment No. 9 - Financial Accounting Data (FAD) Sheet - Mod 06

Attachment No. 10 - Financial Accounting Data (FAD) Sheet - Mod 07

Attachment No. 11 - Financial Accounting Data (FAD) Sheet - Mod 08

Attachment No. 12 - Financial Accounting Data (FAD) Sheet - Mod 09

Attachment No. 13 - Financial Accounting Data (FAD) Sheet - Mod 10

Attachment No. 14 - Financial Accounting Data (FAD) Sheet - Mod 11

Attachment No. 15 - Financial Accounting Data (FAD) Sheet - Mod 12

Attachment No. 16 - Financial Accounting Data (FAD) Sheet - Mod 13

Attachment No. 17 - Financial Accounting Data (FAD) Sheet - Mod 14

Attachment No. 18 - Financial Accounting Data (FAD) Sheet - Mod 15

Attachment No. 19 - Financial Accounting Data (FAD) Sheet - Mod 16