

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 07-Apr-2010	4. REQUISITION/PURCHASE REQ. NO. 1300137187	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 robert.ashley@navy.mil 619-553-5493	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Systems Planning and Analysis SPA 2001 N. Beauregard St., Suite 100 Alexandria VA 22311-1739		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4592-7N01
		10B. DATED (SEE ITEM 13) 01-Feb-2010
CAGE CODE 7L563	FACILITY CODE 074814948	

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).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Jenny R. Williams, Contracts Assistant		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary J Lake, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jenny R. Williams (Signature of person authorized to sign)	15C. DATE SIGNED 14-Apr-2010	16B. UNITED STATES OF AMERICA BY /s/Mary J Lake (Signature of Contracting Officer)	16C. DATE SIGNED 14-Apr-2010

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GENERAL INFORMATION

The purpose of this modification is to revise and replace the Contract Data Requirements List (CDRL) to add data item A017 Presentation Material at no additional cost to the Government. 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	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER)	1.0 Lot	\$250,398.00	\$20,031.00	\$270,429.00
4001	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER) Option	1.0 Lot	\$362,432.00	\$28,994.00	\$391,426.00
4002	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER) Option	1.0 Lot	\$378,787.00	\$30,302.00	\$409,089.00
4003	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER) Option	1.0 Lot	\$395,881.00	\$31,670.00	\$427,551.00
4004	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER) Option	1.0 Lot	\$413,746.00	\$33,099.00	\$446,845.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER)	1.0 Lot	\$10,000.00
6001	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER) Option	1.0 Lot	\$10,000.00
6002	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER) Option	1.0 Lot	\$10,000.00
6003	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER) Option	1.0 Lot	\$10,000.00
6004	Science and Technology Engineering Support in accordance with the Performance Work Statement. (OTHER) Option	1.0 Lot	\$10,000.00

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 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

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(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is 2,820 hours during the base period and 3,760 hours during each option period.

The 2,820 hours during the base period and 3,760 hours during each option period include 0 uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$7.103 for Item 4000; \$7.711 for Item 4001; \$8.059 for Item 4002; \$8.423 for Item 4003; and \$8.803 for Item 4004 per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

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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

Not applicable to the base period.

(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

Not applicable to the base period.

(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

Performance Work Statement

Code 72100 Technical and Engineering Support Services for the Chief Technology Office (CTO)

23 MARCH 2009

1.0 INTRODUCTION

The Space and Naval Warfare Systems Center, Pacific (SSC PAC), Science and Technology Project Development Division (72100), has a requirement for technical and engineering services to support the Chief Technology Office.

2.0 BACKGROUND

The Chief Technology Office at Space and Naval Warfare Systems Center, Pacific (SSC PAC), serves as the Technology Transition Agent, providing Technology Transfer services for Team SPAWAR, documenting transition categories, implementing transition data calls, establishing Technology Transition Balanced Score Card metrics, and teaming with industry, academia, and other Defense agencies to enhance technology speed and delivery for Naval capabilities. Technical and engineering support services will be used to assist the CTO in promoting S&T development throughout Team SPAWAR to fill warfighter needs and acquisition program gaps, and facilitating the rapid, efficient and affordable transition of advanced technologies into new warfighting capabilities.

3.0 SCOPE

Some of the methods for achieving technical and engineering services and support for the CTO include:

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- **Providing Technology Transition and Technology Transfer (T2) support services, including gathering of technology transition data and metrics from technical codes**
- **Providing S&T project and program management support services**
- **Providing Technology Readiness Assessment (TRA) training and support**
- **Providing process improvement support for technology transition and technology transfer efforts**
- **Providing technology experimentation support for Trident Warrior and laboratory experiments**

4.0 APPLICABLE DIRECTIVES

The following documents are a part of this Performance Work Statement.

- **SPAWAR Reorganization Notice 5430, SPAWARNOTE 5430, 25 SEPT 2007**
- **COMSPAWAR Manual 5401.1A, 30 NOV 2008**
- **Team SPAWAR Strategic Plan 2008-2013, 5 OCT 2007**
- **Team SPAWAR Balanced Score Card Strategy (BSC) Map and BSC Internal Perspective Next Steps, StratBoard Minutes 16 APR 2009**
- **Team SPAWAR Commander's Guidance for 2009**
- **ONR Memorandum for Chief Technology Officers of the Naval Systems Commands, 28 NOV 2008**

5.0 PERFORMANCE REQUIREMENTS

5.1 SCIENCE AND TECHNOLOGY MANAGEMENT SUPPORT SERVICES

The contractor shall engage with Service Systems Command, the Office of Naval Research (ONR), the Defense Advanced Research Projects Agency (DARPA), other Department of Defense (DoD) agencies and organizations, academia and industry to affect S&T processes. The contractor shall provide technical and operational analysis to foster S&T initiatives and industry teaming. The contractor shall support CTO processes and events that identify solutions to S&T gaps provided by PEO C4I (Program Executive Officer, Command, Control, Communications, Computers & Intelligence). The contractor shall identify innovative methods that generate new ideas, produce new technologies, processes and services, to improve war fighter capabilities.

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5.2 TECHNOLOGY TRANSITION SUPPORT

The contractor shall support the CTO in identifying, developing, assessing and transitioning new Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance (C4ISR) battle management concepts and technologies into Team SPAWAR product lines that enable domination of the battle space and implement Network Centric Warfare. The contractor shall identify appropriate transition programs that enable successful and rapid transition of concepts and technologies into Team SPAWAR products, the role specific technologies will play in improving war fighter capabilities, and potential and existing external partnerships with industry, academia, and the acquisition community.

.5.3 TECHNOLOGY READINESS ASSESSMENTS

The contractor shall support the CTO in developing and implementing a standardized policy and procedures for conducting TRA within Team SPAWAR. The contractor shall support the TRA Panel Chair for Acquisition Category (ACAT) I and II TRA and provide guidance and support to Team SPAWAR program offices for ACAT III and IV TRA. The contractor shall document and track Team SPAWAR TRA. Participate in periodic top-level management meetings with the CTO to assess each program of record TRA status, assist in setting priorities, and provide administrative support services.

5.4 TECHNOLOGY TRANSFER

The contractor shall support the Office of Research and Technical Applications (ORTA) in T2 functions through licensing of government intellectual property to commercial portfolio management. Process, distribute and manage royalty payments. Support marketing activities and work with existing and developing marketing distribution channels including but not limited to interface with local University MBA programs.. Coordinate and maintain T2 programs. Provide S&T portfolio management and administrative support to the ORTA, the T2 office and the Federal Laboratory Consortium Far West Regional Coordinator.

5.5 TECHNOLOGY TRANSFER COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS

The contractor shall prepare and support the execution of Cooperative Research and Development Agreements (CRADA) and develop collaborative Research and Development (R&D) partnerships with SSC Pacific Principle Investigators (PIs) and commercial and non commercial entities. The contractor shall provide front office support for facilitation of Limited Purpose CRADAs (LP-CRADAs) in support of SSC Pacific.

5.6 STRATEGIC DEVELOPMENT AND BALANCED SCORECARD

The contractor shall employ qualitative research to make strategic recommendations that directly impact the actions and decisions made by the CTO on future technology investments in support of the Naval Science and Technology Strategic Plan. The contractor shall support the CTO in developing and maintaining metrics for SPAWAR and SSC Pacific Balanced Scorecard (BSC) in the areas of innovation and technology transition; monitor, assess and

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map technology landscape and identify areas to increase intellectual capital within SSC Pacific; oversee BSC development, implementation, execution, and data analysis for objectives within the CTO's perspective; oversee BSC performance measures and initiatives development, data collection, Executive Strategic manager (ESM) tool population, and gap analysis for CTO assigned objectives.

5.7 EXPERIMENTATION SUPPORT

The contractor shall support the CTO's corporate operational experimentation efforts by engaging key experiment partners in Department of Navy (DoN) and DoD in supporting the CTO's experimentation efforts and initiatives in warfighter demonstrations, fleet exercises, and war games. The contractor shall collect technical needs and requirements from Team SPAWAR program offices and disseminate these to the S&T stakeholders in the interest of aligning near, mid, and far term S&T experimentation efforts with programmatic technology gaps and fleet requirements.

5.8 GENERAL SUPPORT

The contractor shall provide a consolidated database for TRA, Technology Transfers, Technology Transitions and CTO presentations. The contractor shall perform technical writing and administrative support functions in support of the other tasks, and will prepare technical input, documentation, briefings, reports, schedules, milestone charts and other written products as required.

6.0 TRAVEL

Long distance and local travel is required in the performance of this task. Travel on short notice may be required to support emergent issues/meetings. Location and number of trips may change upon the needs of the Government. Verbal authorization from Task Order Manager (TOM) is required prior to long distance travel.

7.0 DELIVERABLES

Deliverables under this contract will be reviewed IAW "DON Policy on Digital Product/Technical Data," ASN RD&A MEMO of 23 OCT 04 and shall be provided in accordance with the Contract Data Requirements List, CDRL DD Form 1423.

8.0 GOVERNMENT FURNISHED PROPERTY

The Government will furnish materials and facilities, as required, for on-site personnel.

9.0 SECURITY

Contractors that perform the work are required to have secret clearances.

10.0 DATA ACCESS

The contractor shall provide Government access to all computer generated on-line data,

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related to this order, at SSC San Diego and at the contractor's facility. The contractor shall insure that administrators of application services have after-hour remote access. Such remote access shall not be accomplished using employee owned computers because current Network Security guidelines prohibit personally owned computers for remote access users.

11.0 TECHNICAL POINT OF CONTACT

Task Order Manager

Mary Gmitruk, Code 72020, Telephone 619 553 4961, email mary.gmitruk@navy.mil

Technical POC

Mary Gmitruk, Code 72020, Telephone 619 553 4961, email mary.gmitruk@navy.mil

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

Work under this contract shall be performed in accordance with Performance Work Statement (PWS) and the Contract Data Requirements List (CDRL), Exhibit A.

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:

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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, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(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 CPAR will reflect the negative evaluation for the applicable Performance Standard.

b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which 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. 1, involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

C-4 WORKWEEK (DEC 1999) (SPAWAR C-316)

a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN San Diego) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN San Diego unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN San Diego must work during the normal workweek. The following is a list of holidays

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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

Presidents 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 during a week. Therefore, during the SPAWARSYSCEN San Diego off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN San Diego hours are maintained both weeks.

(End of clause)

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

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(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.

C-6 KEY PERSONNEL (DEC 1999) (SPAWAR C-325)

(a) The offeror agrees to assign to this contract 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 contract 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 contract 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 contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
PJ Perrault	Senior S&T Analyst
A. Rappazzo	Senior S&T Analyst
E. Aragon	S&T Analyst

(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 contract 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 contract 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 contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

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(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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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

CLIN - DELIVERIES OR PERFORMANCE

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

4000	2/1/2010 - 1/31/2011
6000	2/1/2010 - 1/31/2011

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

4001	2/1/2011 - 1/31/2012
4002	2/1/2012 - 1/31/2013
4003	2/1/2013 - 1/31/2014
4004	2/1/2014 - 1/31/2015
6001	2/1/2011 - 1/31/2012
6002	2/1/2012 - 1/31/2013
6003	2/1/2013 - 1/31/2014
6004	2/1/2014 - 1/31/2015

Services to be performed hereunder will be provided at (insert specific address and building etc.)

F-1 PERIODS OF PERFORMANCE (DEC 1999)

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

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Quarterly Status Reports (QSR) in accordance with the format and content detailed CDRL Item A001. In addition to the content specified in the CDRL Item, a brief narrative shall be included in the QSR 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 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a cost plus fixed fee task order.

G-3 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

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

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(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

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

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

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

WAWF Invoice Type	Cost Voucher*
Issuing Office DODAAC	N66001
Admin DODAAC:	S2404A
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
PAY DODAAC:	HQ0338

* COMBO invoice types can be used if an inspection of services can be performed and documented, i.e. FFP.

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

G-4 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Tammy Sanchez

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Code: SPAWARSYSCEN San Diego Code 22000

Address: 53560 Hull Street, San Diego, CA 92152-5001

Phone: (619) 553-3200

E-Mail: tammy.sanchez@navy.mil

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Accounting Data
SLINID  PR Number          Amount
-----  -
4000    1300137187             270429.00
LLA :
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000020718

6000    1300137187             10000.00
LLA :
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 002000020718

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BASE Funding 280429.00
Cumulative Funding 280429.00

MOD 01 Funding 0.00
Cumulative Funding 280429.00

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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

The Data Rights clause in the basic contract is invoked for this task order.

H-3 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.

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(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-4 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-5 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

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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

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requires the furnishing of confidential business information.

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

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

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

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(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) 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.

(d) 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.

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H-7 TECHNICAL INSTRUCTIONS

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

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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.

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SECTION J LIST OF ATTACHMENTS

Exhibit A -DD Form 1423, Contract Data Requirements List (CDRL) dated 06 April 2010, 4 pages

Attachment No. 1 - DD 254, 16 pages