

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 12-Apr-2010	4. REQUISITION/PURCHASE REQ. NO. 1300155587		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 bryan.glover@navy.mil 619-524-7176	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SYS Technologies 5050 Murphy Canyon Road San Diego CA 92123		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4131-NS05
		10B. DATED (SEE ITEM 13) 26-Sep-2007
CAGE CODE 8A244	FACILITY CODE 048505366	

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.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Allotment of Funds (JAN 1989)(5252.232-9200)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Jones, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Sandra Jones (Signature of Contracting Officer)	16C. DATE SIGNED 12-Apr-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding as shown in box #1 below. Accordingly, said Task Order is modified as follows:

1) The total amount of funds obligated to the task is hereby increased by \$41,000.00 from \$2,965,039.00 to \$3,006,039.00.

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
4201/08/AS	O&MN,N	0.00	41,000.00	41,000.00

2) The total value of the order is hereby increased by \$0.00 from \$3,898,514.83 to \$3,898,514.83.

3) Sections B and G modified accordingly.

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

1001	Labor-Base Year (O&MN,N)		1.0 Lot	\$1,152,712.26	\$46,747.76	\$1,199,460.02
100101	Incremental Funding - ACRN AA (O&MN,N)					
100102	Incremental Funding - ACRN AB (O&MN,N)					
100103	Incremental Funding - ACRN AC (O&MN,N)					
100104	Incremental Funding - ACRN AD (O&MN,N)					
1101	Labor - Option Year 1 (O&MN,N)		1.0 Lot	\$1,190,526.20	\$48,615.48	\$1,239,141.68
110101	Incremental Funding - ACRN AE (O&MN,N)					
110102	Incremental Funding - ACRN AF (O&MN,N)					
110103	Incremental Funding - ACRN AG (O&MN,N)					
110104	Incremental Funding - ACRN AH (RDT&E)					
110105	Incremental Funding - ACRN AJ (O&MN,N)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3001	Other Direct Costs and Travel in Support of CLIN 1001. G&A only. Non-fee bearing. (TBD) (O&MN,N)		1.0 Lot	\$60,000.00

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300101 Incremental
Funding - ACRN AA
(O&MN,N)

300102 Incremental
Funding - ACRN AB
(O&MN,N)

300103 Incremental
Funding - ACRN AD
(O&MN,N)

3101 Other Direct 1.0 Lot \$60,000.00
Costs and Travel
in Support of
CLIN 1101. G&A
only. Non-fee
bearing. (TBD)
(O&MN,N)

310101 Incremental
Funding - ACRN AE
(O&MN,N)

310102 Incremental
Funding - ACRN AF
(O&MN,N)

310103 Incremental
Funding - ACRN AG
(O&MN,N)

310104 Incremental
Funding - ACRN AH
(RDT&E)

310105 Incremental
Funding - ACRN AJ
(O&MN,N)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF

4201	Labor - Option Year 2 (O&MN,N)	1.0 Lot	\$1,229,441.11	\$50,472.02	\$1,279,913.13
420101	Incremental Funding - ACRN AK (O&MN,N)				
420102	Incremental Funding - ACRN AL (O&MN,N)				
420103	Incremental Funding - ACRN AM (O&MN,N)				
420104	Incremental Funding - ACRN AN (O&MN,N)				

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420105 Incremental
Funding - ACRN AP
(O&MN,N)

420106 Incremental
Funding - ACRN AQ
(O&MN,N)

420107 Incremental
Funding - ACRN AR
(O&MN,N)

420108 Incremental
Funding - ACRN AS
(O&MN,N)

4301	Labor - Option Year 3 (O&MN,N) Option	1.0 Lot	\$1,269,507.20	\$52,441.68	\$1,321,948.88
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4401	Labor - Option Year 4 (O&MN,N) Option	1.0 Lot	\$1,311,103.23	\$54,490.96	\$1,365,594.19
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6201	Other Direct Costs and Travel in Support of CLIN 4201. G&A only. Non-fee bearing. (TBD) (O&MN,N)	1.0	Lot	\$60,000.00
620101	Incremental Funding - ACRN AK (O&MN,N)			
620102	Incremental Funding - ACRN AL (O&MN,N)			
620103	Incremental Funding - ACRN AM (O&MN,N)			
620104	Incremental Funding - ACRN AN (O&MN,N)			
620105	Incremental Funding - ACRN AP (O&MN,N)			
620106	Incremental Funding - ACRN AQ (O&MN,N)			
620107	Incremental Funding - ACRN AR			

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(O&MN,N)

6301	Other Direct Costs and Travel in Support of CLIN 4301. G&A only. Non-fee bearing. (TBD) (O&MN,N) Option	1.0 Lot	\$60,000.00
6401	Other Direct Costs and Travel in Support of CLIN 4401. G&A only. Non-fee bearing. (TBD) (O&MN,N) Option	1.0 Lot	\$60,000.00

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)

(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 SEE TABLE BELOW hours. The SEE TABLE BELOW direct labor hours include TBD 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 SEE TABLE BELOW 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

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52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

CLIN/ FIXED FEE/ STAFF-HOURS/ FEE PER DIRECT LABOR HOUR

1001/ \$46,747.76/ 17,968/ \$2.602

1101/ \$48,615.48/ 17,968/ \$2.706

4201/ \$50,472.02/ 17,968/ \$2.809

4301/ \$52,441.68/ 17,968/ \$2.919

4401/ \$54,490.96/ 17,968/ \$3.033

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.

B-3 LIMITATION OF LIABILITY-INCREMENTAL FUNDING (JAN 1992) (5252.232-9400)

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

(b) The amounts currently available and allotted to this task order for payment of cost and fee, the items covered thereby and the period of performance which it is estimated the allotted amount will cover, are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED AMOUNT (COST + FEE)</u>	<u>PERIOD OF PERFORMANCE</u>
1001	\$ 825,000.00	01 OCT 2007 - 31 AUG 2008
3001	\$ 11,800.00	01 OCT 2007 - 31 AUG 2008
1101	\$1,028,739.00	01 OCT 2008 - 31 AUG 2009
3101	\$ 46,500.00	01 OCT 2008 - 31 JUL 2009
4201	\$ 1,056,000.00	01 OCT 2009 - 31 JUL 2010
6201	\$ 38,000.00	01 OCT 2009 - 31 JUL 2010

(c) Subject to the provisions of the 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 as modifications 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 Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, 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

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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. 3, involves access to and handling of classified material up to and including SECRET.

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

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

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

(c) If the Contractor is prevented from performance as the result of an Executive Order or an

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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.

C-6 KEY PERSONNEL (DEC 1999) (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

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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
Russ Frevele	Fleet Modernization-Sr. Information Technology Specialist
Cal Lynch	Naval Shore Site Modernization-Sr. Information Technology Specialist

(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.

KEY PERSONNEL QUALIFICATIONS

1. Fleet Modernization: Sr. Information Technology Speciliast. Individual's experience and qualifications is more important than labor category. Five (5) years of specialized experience with operation and maintenance of C4ISR systems; an additional five (5) years recent experience with afloat installation policy, process and requirements for C4ISR systems.

2. Naval Shore Site Modernization: Sr. Information Technology Specialist. Individual's experience and qualifications is more important than labor category. Naval Shore Site Modernization: Five (5) years of specialized experience with operation and maintenance of C4ISR systems at U.S. Navy shore facilities; Naval Electronics schools/training for C4ISR systems; an additional five (5) years recent specialized experience with shore installation policy, processes and requirements for C4ISR systems.

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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

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are estimated at:

BASE PERIOD:

1001 10/1/2007 - 9/30/2008

3001 10/1/2007 - 9/30/2008

OPTION 1:

1101 10/1/2008 - 9/30/2009

3101 10/1/2008 - 9/30/2009.

OPTION 2:

4201 10/1/2009 - 9/30/2010

6201 10/1/2009 - 9/30/2010

The period of performance for the following option items are estimated at:

OPTION 3:

4301 10/1/2010 - 9/30/2011

6301 10/1/2010 - 9/30/2011

OPTION 4:

4401 10/1/2011 - 9/30/2012

6401 10/1/2011 - 9/30/2012

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

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed ATTACHMENT No. 2, 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

There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice. 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. Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with

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more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis. 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 Level of Effort (TERM) task order.

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

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

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

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in 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	N00039
Admin DODAAC:	S0514A
Inspector DODAAC (if applicable)	N00039 don.alkema@navy.mil
Acceptor DODAAC:	N00039 don.alkema@navy.mil
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	N/A
PAY DODAAC:	HQ0339

* 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-5 ACTIVITY OMBUDSMAN

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The SPAWAR Ombudsman for this Task Order is:

Name: LCDR Brad Vetting

Code: SPAWAR 2.0

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: brad.vetting@navy.mil

G-6 TASK ORDER MANAGER

The SPAWAR Task Order Manager for this Task Order is:

Name: Don Alkema

Code: SPAWAR 04N Deputy

Address: 4301 Pacific Highway San Diego, CA 92110

Building OT1, Room 2023

Phone: (619) 524-7692

Email: don.alkema@navy.mil

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Accounting Data

SLINID	PR Number	Amount
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100101		25000.00
LLA :		
AA See FAD		

300101		1000.00
LLA :		
AA See FAD		

BASE Funding 26000.00
Cumulative Funding 26000.00

MOD 01

100101		(25000.00)
LLA :		
AA See FAD		

100102		25000.00
LLA :		
AB See FAD		

300101		(1000.00)
LLA :		
AA See FAD		

300102		1000.00
LLA :		
AB See FAD		

MOD 01 Funding 0.00
Cumulative Funding 26000.00

MOD 02

100102		45000.00
LLA :		
AB See FAD		

100103		20000.00
LLA :		
AC See FAD		

300102		4000.00
LLA :		
AB See FAD		

MOD 02 Funding 69000.00
Cumulative Funding 95000.00

MOD 03

100102		40000.00
LLA :		
AB See FAD		

100104		187000.00
LLA :		
AD See FAD		

300103		10000.00
LLA :		
AD See FAD		

MOD 03 Funding 237000.00
Cumulative Funding 332000.00

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MOD 04

100102 173000.00
 LLA :
 AB See FAD

100104 138000.00
 LLA :
 AD See FAD

300102 5000.00
 LLA :
 AB See FAD

300103 10000.00
 LLA :
 AD See FAD

MOD 04 Funding 326000.00
 Cumulative Funding 658000.00

MOD 05

100103 80000.00
 LLA :
 AC See FAD

MOD 05 Funding 80000.00
 Cumulative Funding 738000.00

MOD 06

100102 8700.00
 LLA :
 AB See FAD

100103 (40890.00)
 LLA :
 AC See FAD

100104 149190.00
 LLA :
 AD See FAD

300102 (8700.00)
 LLA :
 AB See FAD

300103 (9500.00)
 LLA :
 AD See FAD

MOD 06 Funding 98800.00
 Cumulative Funding 836800.00

MOD 07

110101 24000.00
 LLA :
 AE See FAD

110102 20000.00
 LLA :
 AF See FAD

310101 1000.00
 LLA :
 AE See FAD

310102 1000.00
 LLA :
 AF See FAD

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MOD 07 Funding 46000.00
Cumulative Funding 882800.00

MOD 08

110101 96000.00
LLA :
AE See FAD

110102 65000.00
LLA :
AF See FAD

110103 184000.00
LLA :
AG See FAD

310102 15000.00
LLA :
AF See FAD

310103 10000.00
LLA :
AG See FAD

MOD 08 Funding 370000.00
Cumulative Funding 1252800.00

MOD 09

110101 119000.00
LLA :
AE See FAD

110102 145000.00
LLA :
AF See FAD

110103 196000.00
LLA :
AG See FAD

310102 4000.00
LLA :
AF See FAD

MOD 09 Funding 464000.00
Cumulative Funding 1716800.00

MOD 10

110101 17239.00
LLA :
AE See FAD

110103 39000.00
LLA :
AG See FAD

MOD 10 Funding 56239.00
Cumulative Funding 1773039.00

MOD 11

110101 17239.00
LLA :
AE See FAD

110103 39000.00
LLA :
AG See FAD

110104 12500.00
LLA :

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LLA :
AN 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000361730
CIN 130014480500001

420105 1300144805 139000.00

LLA :
AP 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000361730
CIN 130014480500002

420106 1300144805 361000.00

LLA :
AQ 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000361730
CIN 130014480500003

620104 1300144805 1000.00

LLA :
AN 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000361730
CIN 130014480500001

620105 1300144805 19000.00

LLA :
AP 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000361730
CIN 130014480500002

620106 1300144805 9000.00

LLA :
AQ 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000361730
CIN 130014480500003

MOD 16 Funding 721000.00
Cumulative Funding 2845039.00

MOD 17

420107 115000.00

LLA :
AR 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000382688
CIN 130014789500001

620107 5000.00

LLA :
AR 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000382688
CIN 130014789500001

MOD 17 Funding 120000.00
Cumulative Funding 2965039.00

MOD 18

420108 1300155587 41000.00

LLA :
AS 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000431579
CIN 130015558700001

MOD 18 Funding 41000.00
Cumulative Funding 3006039.00

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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.

(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.

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(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 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.

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(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.

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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.

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(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.

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(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 _____

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.

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(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-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.

H-9 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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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.

(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

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS)

Attachment No. 2 - CDRL

Attachment No. 2(a) - MSR CDRL Attachment 1

Attachment No. 2(b) - MSR CDRL Attachment 2

Attachment No. 2(c) - MSR CDRL Attachment 3

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

Attachment No. 4 - FAD sheet - Basic Award

Attachment No. 5 - FAD N00178-04-D-4131 NS05 - Mod 01

Attachment No. 6 - FAD N00178-04-D-4131 NS05 - Mod 02

Attachment No. 7 - FAD N00178-04-D-4131 NS05 - Mod 03

Attachment No. 8 - FAD N00178-04-D-4131 NS05 - Mod 04

Attachment No. 9 - FAD N00178-04-D-4131 NS05 - Mod 05

Attachment No. 10 - FAD N00178-04-D-4131 NS05 - Mod 06

Attachment No. 11 - FAD N00178-04-D-4131 NS05 - Mod 07

Attachment No. 12 - FAD N00178-04-D-4131 NS05 - Mod 08

Attachment No. 13 - FAD N00178-04-D-4131 NS05 - Mod 09

Attachment No. 14 - FAD N00178-04-D-4131 NS05 - Mod 10

Attachment No. 15 - FAD N00178-04-D-4131 NS05 - Mod 11

Attachment No. 16 - FAD N00178-04-D-4131 NS05 - Mod 12

Attachment No. 17 - FAD N00178-04-D-4131 NS05 - Mod 13

Attachment No. 18 - FAD N00178-04-D-4131 NS05 - Mod 14