

DELIVERY ORDER

DRAFT

1. CONTRACT NO. N00178-05-D-4242	2. DELIVERY ORDER NO. NS0119	3. EFFECTIVE DATE ORIG 11/15/2005 MOD 07/30/2008	4. PURCHASE REQUEST NO. N00039-08-MR-68155
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5. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 larry.fabin@navy.mil 619-524-7205	CODE N00039	6. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427	CODE S3915A
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7. CONTRACTOR Client Solution Architects 142 West Upper Ferry Road Ewing NJ 08628-2727	CODE 3ESN1	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266	CODE HQ0337
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Client Solution Architects

NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
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See the Following Pages

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Karen S Rainville 04/23/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

The purpose of this modification is to (1) incrementally fund CLIN 1301 in the amount of _____ and CLIN 3301 in the amount of _____; (2) extend the Period of Performance for CLINs 1301 and 3301 to 31 October 2008; (3) revise clause F-1, Period of Performance, and (4) revise clause G-5, Activity Ombudsman and clause G-7, Task Order Manager. Accordingly, said Task Order is modified as follows:

SLIN 1301AB ACRN AV is increased by \$ _____ from \$ _____ to \$ _____

SLIN 1301AC ACRN AW is increased by \$ _____ from \$ _____ to \$ _____

SLIN 1301AE ACRN AX is increased by \$ _____ from _____ to \$ _____

SLIN 3301AB ACRN AV is increased by \$ _____ from \$ _____ to _____

In Section F, clause F-1 is revised to extend Period of Performance to 31 October 2008 for SLINs 1301 and 3301.

In Section G, clause G-5 is revised to name CDR Robert D. Heck as the Activity Ombudsman.

In Section G, clause G-7 is revised to name Gary T. Ford as the Task Order Manager.

This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. 2410(a). The period of performance is five months and two weeks long. The start date is 5/15/2008 and end date is 10/31/2008.

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by _____ from \$ _____ to _____

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Qty	Unit	Est. Cost	Fixed Fee	CPFF

1001					
			Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement (PWS) and Attachment Number 2 Contract Data Requirements List (CDRL)		
1001AA	1.0	Lot			
			Labor to Perform Support Services (TBD) Option		
1001AB	1.0	Lot			
			OPN Funding (OPN)		
1001AC	1.0	Lot			
			RDT&E Funding (RDT&E)		
1001AD	1.0	Lot			
			O&MN Funding (O&MN,N)		
1001AE	1.0	Lot			
			OMN Funding (O&MN,N)		
1001AF	1.0	Lot			
			O&MN Funding (O&MN,N)		
1001AG	1.0	Lot			
			O&MN Funding (O&MN,N)		
1001AH	1.0	Lot			
			RDT&E funding for WRN-X. (RDT&E)		
1001AJ	1.0	Lot			
			O&MN Funding (O&MN,N)		
1101					
			Option I - Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement (PWS) and Attachment Number 2 Contract Data Requirements List (CDRL)		
1101AA	1.0	Lot			
			Labor to Perform Support Services (TBD) Option		
1101AB	1.0	Lot			
			Option Year 1 Funding: (O&MN,N)		

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1101AC 1.0 Lot

Option Year 1 Funding: (RDT&E)

1101AD 1.0 Lot

Option Year 1 Funding: (O&MN,N)

1101AE 1.0 Lot

Incremental Funding: (RDT&E)

1101AF 1.0 Lot

Incremental Funding: (RDT&E)

1101AG 1.0 Lot

Incremental Funding: (O&MN,N)

1201

Option II - Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement (PWS) and Attachment Number 2 Contract Data Requirements List (CDRL)

1201AA 1.0 Lot

Labor to Perform Support Services (TBD)
Option

1201AB 1.0 Lot

Option Year 2 Funding: (O&MN,N)

1201AC 1.0 Lot

Option Year 2 Funding, (OPN)

1201AD 1.0 Lot

Option Year 2 Funding: (RDT&E)

1201AE 1.0 Lot

Option Year 2 Funding: (RDT&E)

1201AF 1.0 Lot

Incremental Funding: (RDT&E)

1201AG 1.0 Lot

Incremental Funding: (O&MN,N)

1201AH 1.0 Lot

Incremental Funding: (O&MN,N)

1201AJ 1.0 Lot

Incremental Funding: (O&MN,N)

1201AK 1.0 Lot

Incremental Funding: (OPN)

1201AL 1.0 Lot

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Incremental Funding: (O&MN,N)

1301

Option III - Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement (PWS) and Attachment Number 2 Contract Data Requirements List (CDRL)

1301AA 1.0 Lot

Labor to Perform Support Services (O&MN,N)

1301AB 1.0 Lot

Incremental Funding: (O&MN,N)

1301AC 1.0 Lot

Incremental Funding: (O&MN,N)

1301AD 1.0 Lot

Incremental Funding (O&MN,N)

1301AE 1.0 Lot

Incremental Funding (O&MN,N)

1401

Option IV - Labor to Perform Support Services in accordance with Attachment Number 1 Performance Work Statement (PWS) and Attachment Number 2 Contract Data Requirements List (CDRL)

1401AA 1.0 Lot

Labor to Perform Support Services (TBD)
Option

For ODC Items:

Item	Qty	Unit	Est. Cost
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3001

TBD

3001AA 1.0 Lot

ODC and Travel Estimated Cost (TBD)
Option

3001AD 1.0 Lot

O&MN Funding (O&MN,N)

3001AE 1.0 Lot

O&MN Funding (O&MN,N)

3001AJ 1.0 Lot

ODC Funding. Non-Fee Bearing. (O&MN,N)

3101

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TBD

3101AA 1.0 Lot

ODC and Travel Estimated Costs (TBD)
Option

3101AB 1.0 Lot

Option Year 1 Funding: (O&MN,N)

3101AC 1.0 Lot

tbd (RDT&E)
Option

3101AD 1.0 Lot

tbd (O&MN,N)

3101AE 1.0 Lot

tbd (RDT&E)
Option

3101AF 1.0 Lot

tbd (RDT&E)

3101AG 1.0 Lot

tbd (O&MN,N)

3201

TBD

3201AA 1.0 Lot

ODC and Travel Estimated Costs (TBD)
Option

3201AB 1.0 Lot

Option Year 2 Funding: (O&MN,N)

3201AC 1.0 Lot

Incremental Funding: (O&MN,N)

3301

TBD

3301AA 1.0 Lot

ODC and Travel Estimated Costs (O&MN,N)

3301AB 1.0 Lot

Incremental Funding: (O&MN,N)

3301AE 1.0 Lot

TBD (O&MN,N)

3401

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TBD

3401AA 1.0 Lot

ODC and Travel Estimated Costs (TBD)
Option

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

B-2 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (5252.216-9201)

The fixed fee for work performed under this contract is SEE TABLE BELOW [Contracting officer insert the negotiated fixed fee amount], provided that not less than SEE TABLE BELOW [Contracting officer insert negotiated number of hours] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than SEE TABLE BELOW [Contracting officer insert negotiated number of hours] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to the percentages listed below of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed _____ of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

Total

CLIN Fixed Fee Fixed Fee % Total Staff Hours

1001

1101

1201

1301

1401

Note: Fixed Fee % is calculated by dividing the Total Fixed Fee by the Total Costs. In accordance with Contract N00178-05-D-4242, the contractor has correctly applied Total Fixed Fee to Direct Labor, Fringe Benefits, Overhead and G&A at the Prime Level Only.

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 task order, the items covered thereby and the period of performance the funding is estimated to cover, are provided as follows:

SEE ATTACHMENT 4 (for a Table providing the incremental funding information that shall be updated whenever incremental funding is provided via modification)

(c) The parties contemplate that the Government will allot additional amounts to this task order from time to time by unilateral 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.

B-4 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)(5252.216-9204)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the below listed number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

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CLIN Total Estimated Direct

Labor Staff Hours (X)

1001

1101

1201

1301

1401

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract. The total staff-hours of direct labor shall include subcontractor direct labor hours for those subcontractors identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that _____ staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of _____ hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105 % of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 12 months from the date of obligation. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

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In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall include subcontractor information, if any.

(f) SPECIAL INSTRUCTION TO THE PAYING OFFICE REGARDING WITHHELD FEE

Fees withheld pursuant to the provisions of this contract, such as the withholding provided by the "Allowable Cost and Payment" and "Fixed Fee" clauses, shall not be paid until the contract has been modified to reduce the fixed fee in accordance with paragraph (d) above, except that no such action is required if the total level of effort provided falls within the limits established in paragraph (d) above.

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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 Number 1 Performance Work Statement (PWS) and Attachment Number 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, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

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

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment Number 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 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.

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

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

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

36 C.F.R. § 1194.22 (Web-based and internet information and applications)

36 C.F.R. § 1194.23 (Telecommunications products)

36 C.F.R. § 1194.24 (Video and multimedia products)

36 C.F.R. § 1194.25 (Self contained, closed products)

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

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

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

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

D-2 MARKING OF REPORTS (NOV 1991) (5252.237-9203)

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

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

Commander

Space and Naval Warfare Systems Command

4301 Pacific Highway

San Diego, CA 92110

ATTN: Gary T. Ford, PMW 170

E-Mail: Gary.T.Ford@[navy.mil](mailto:Gary.T.Ford@navy.mil)

Phone: (858) 537-0523

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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 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 from date of task order award and estimated at:

1001 11/15/2005 – 11/14/2006

1101 11/15/2006 – 8/26/2007

1201 8/27/2007 – 5/14/2008

1301 5/15/2008 – 10/31/2008

3001 11/15/2005 – 11/14/2006

3101 11/15/2006 – 8/26/2007

3201 8/27/2007 – 5/14/2008

3301 5/15/2008 – 10/31/2008

The period of performance for the following option items are from date of option exercise through 12 months thereafter and estimated at:

1401 11/1/2008 – 10/31/2009

3401 11/1/2008 – 10/31/2009

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.

This modification/document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C.\$2410(a). The period of performance is 6 months. The start date is 15 May 2008 and the end date is 15 October 2008.

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SECTION G CONTRACT ADMINISTRATION DATA

G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2008)

(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 for 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 ¹	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S3915A
Acceptor DODAAC:	N00039
DCAA Auditor DoDAAC ² :	HAA211
Service Approver DoDAAC ² :	N00039
PAY DODAAC:	HQ0337

Additional Instructions: Send additional email notice to SPAWAR at Gary.T.Ford@navy.mil.

Note: Inspection and Acceptance is at Destination

(f) A Certificate of Performance shall be provided at the end of the period of performance of the contract/task order. The Certificate of Performance shall be attached to the WAWF final cost voucher and shall also be emailed to the Contracting Officer.

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G-1 STANDARD MONTHLY STATUS REPORTS

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

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

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

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

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

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

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

This is a Cost Plus Fixed Fee task order.

G-4 INVOICES

See basic contract.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Robert D. Heck

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

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E-Mail: robert.heck@navy.mil

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

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

G-7 TASK ORDER MANAGER

Task Order Manager: Gary T. Ford, PMW 170

E-Mail: Gary.T.Ford@navy.mil

Phone: (858) 537-0523

Space and Naval Warfare Systems Command

4301 Pacific Highway

San Diego, CA 92110

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Accounting Data
SLINID   PR Number                Amount
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1001AB
LLA :
AA  1761810 521R 252 EA17W 0 068342 2D 000000 1R009KLX0000

1001AC
LLA :
AC  1761319 5544 252 EA17W 0 068342 2D 000000 009210000KMX

1001AD
LLA :
AB  1761804 5T6M 252 EA 17W 0 0068342 2D 000000 7091H00091H0

3001AD
LLA :
AB  1761804 5T6M 252 EA 17W 0 0068342 2D 000000 7091H00091H0

MOD 2

1001AB
LLA :
AA  1761810 521R 252 EA17W 0 068342 2D 000000 1R009KLX0000

1001AC
LLA :
AC  1761319 5544 252 EA17W 0 068342 2D 000000 009210000KMX

1001AE
LLA :
AE AD 1761804 5C1C 252 EA17W 0 068342 2D 01C1C0 67101000101

3001AE
LLA :
AD 1761804 5C1C 252 EA17W 0 068342 2D 01C1C0 67101000101

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MOD 3

1001AC
LLA :
AC 1761319 5544 252 EA17W 0 068342 2D 000000 009210000KMX

1001AD
LLA :
AB 1761804 5T6M 252 EA 17W 0 0068342 2D 000000 7091H00091H0

1001AE
LLA :
AE AD 1761804 5C1C 252 EA17W 0 068342 2D 01C1C0 67101000101

1001AF
LLA :
AF SEE ATTACHED FAD

1001AG
LLA :
AG SEE ATTACHED FAD

MOD 4

1001AH N0017805D4242NS0104
LLA :
AG SEE ATTACHED FAD

MOD 5

1001AJ
LLA :
AH SEE ATTACHED FAD

3001AJ N000178-05-D-4242NS010
LLA :
AJ SEE ATTACHED FAD

MOD 6

1001AE
LLA :
AE AD 1761804 5C1C 252 EA17W 0 068342 2D 01C1C0 67101000101

1001AJ
LLA :
AH SEE ATTACHED FAD

3001AE
LLA :
AD 1761804 5C1C 252 EA17W 0 068342 2D 01C1C0 67101000101

3001AJ N000178-05-D-4242NS010
LLA :
AJ SEE ATTACHED FAD

MOD 7

1101AB N0017805D4242NS0107
LLA :
AK SEE ATTACHED FAD
Standard Number: N0017805D4242NS0107

1101AC N0017805D4242NS0107
LLA :
AL SEE ATTACHED FAD
Standard Number: N0017805D4242NS0107

3101AB N0017805D4242NS0107
LLA :
AK SEE ATTACHED FAD

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Standard Number: N0017805D4242NS0107

MOD 8

1101AB N0017805D4242NS0107
LLA :
AK SEE ATTACHED FAD
Standard Number: N0017805D4242NS0107

MOD 9

1101AB N0017805D4242NS0107
LLA :
AK SEE ATTACHED FAD
Standard Number: N0017805D4242NS0107

MOD 10

1101AD N0017805D4242NS0109
LLA :
AM SEE ATTACHED FAD

MOD 11

1101AE
LLA :
AN SEE ATTACHED FAD

1101AF
LLA :
AP SEE ATTACHED FAD

1101AG
LLA :
AQ SEE ATTACHED FAD

MOD 12

1201AB
LLA :
AA SEE ATTACHED FAD

1201AC
LLA :
AB SEE ATTACHED FAD

1201AD
LLA :
AN SEE ATTACHED FAD

1201AE
LLA :
AP SEE ATTACHED FAD

3201AB
LLA :
AA SEE ATTACHED FAD

MOD 13

1101AB N0017805D4242NS0107
LLA :
AK SEE ATTACHED FAD
Standard Number: N0017805D4242NS0107

3101AB N0017805D4242NS0107
LLA :
AK SEE ATTACHED FAD
Standard Number: N0017805D4242NS0107

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MOD 14

1201AF
LLA :
AU SEE ATTACHED FAD

1201AG
LLA :
AV SEE ATTACHED FAD

1201AH
LLA :
AW SEE ATTACHED FAD

1201AJ
LLA :
AX SEE ATTACHED FAD

3201AC
LLA :
AV SEE ATTACHED FAD

MOD 15

1101AB N0017805D4242NS0107
LLA :
AK SEE ATTACHED FAD
Standard Number: N0017805D4242NS0107

1201AF
LLA :
AU SEE ATTACHED FAD

1201AG
LLA :
AV SEE ATTACHED FAD

1201AH
LLA :
AW SEE ATTACHED FAD

1201AJ
LLA :
AX SEE ATTACHED FAD

1201AK
LLA :
AU SEE ATTACHED FAD

1201AL
LLA :
AZ SEE ATTACHED FAD

3101AB N0017805D4242NS0107
LLA :
AK SEE ATTACHED FAD
Standard Number: N0017805D4242NS0107

MOD 16

1201AG
LLA :
AV SEE ATTACHED FAD

1201AL
LLA :
AZ SEE ATTACHED FAD

3201AC
LLA :
AV SEE ATTACHED FAD

MOD 17

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1301AB
LLA :
AV SEE ATTACHED FAD SHEET
OM&N

1301AC
LLA :
AW SEE ATTACHED FAD SHEET
OM&N

1301AD
LLA :
AZ SEE ATTACHED FAD SHEET
OM&N

3301AB
LLA :
AV SEE ATTACHED FAD SHEET

MOD 18

1201AG
LLA :
AV SEE ATTACHED FAD
OM & N

3201AC
LLA :
AV SEE ATTACHED FAD

MOD 19

1301AB
LLA :
AV SEE ATTACHED FAD SHEET
OM&N

1301AC
LLA :
AW SEE ATTACHED FAD SHEET
OM&N

1301AE
LLA :
AX SEE ATTACHED FAD SHEET
OM&N

3301AB
LLA :
AV SEE ATTACHED FAD SHEET
OM&N

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

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

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

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

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

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

(a) any title, right or interest; and

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

(a) patent or pending patent application number;

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

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

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

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

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

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

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

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

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

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

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

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(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-

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7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

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

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

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

(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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(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.
- (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

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individual (including other member's of the contractor's organization), company or Government representative.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

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

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

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

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

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

H-8 TECHNICAL INSTRUCTIONS

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

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

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

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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-705 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (JAN 2008)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation using SF 85P to be processed by the vendor Facility Security Officer (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875_12jun2006.pdf [or provided as an attachment] and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall complete an SF85P and turn it into the contractor's Facility Security Officer for processing.

(c) For DoD Information Assurance Awareness training for FY 2008. Please use this site:

<http://iase.disa.mil/index2.html>

DIRECTIONS: On the right side under "IA Training:" select "IA Training Available Online" on the next page select the frame with "DoD Information Assurance Awareness" when the next page comes up, select "Launch DoD

Information Assurance Awareness" (If you are not able to get "Launch DoD Information Assurance Awareness" to launch, call the NMCI Help Desk at 1-866-843-6624 and refer to Trouble Ticket SDH5867528.).

(d) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to SPAWAR Security in accordance with CDRL A003. The report submitted to the COR shall not contain Social Security information that is required in the report submitted to SPAWAR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees who require access to Government IT systems shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I-2 FAR CLAUSES INCORPORATED BY REFERENCE:

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement

Attachment 2 - CDRLs with Attachments

Attachment 3 - Contract Security Classification Specification (DD 254)

Attachment 4 - Allotment of Funds Spreadsheet for NS0119

Attachment 5 - FAD Sheet (14 November 2005)

Attachment 6 - FAD Sheet (28 February 2006)

Attachment 7 - FAD Sheet (08 May 2006)

Attachment 8 - FAD Sheet (NS0104)

Attachment 9 - FAD Sheet (NS0105)

Attachment 10 - FAD Sheet (NS0106)

Attachment 11 - FAD Sheet (NS0107)

Attachment 12 - FAD Sheet (NS0108)

Attachment 13 - FAD Sheet (NS0109)

Attachment 14 - FAD Sheet (NS0110)

Attachment 15 - FAD Sheet (NS0111)

Attachment 16 - FAD Sheet (NS0112)

Attachment 17 - FAD Sheet (NS0113)

Attachment 18 - FAD Shee (NS0114)

Attachment 19 - FAD Sheet (NS0115)

Attachment 20 - FAD Sheet (NS0116)

Attachment 21 - FAD Sheet (NS0117)\

Attachment 22 - FAD Sheet (NS0118)

Attachment 23 - FAD Sheet (NS0119)