

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4096		2. DELIVERY ORDER NO. NSF105		3. EFFECTIVE DATE ORIG 09/15/2007 MOD 01/07/2008		4. PURCHASE REQUEST NO. N69250-08-MR-63174	
5. ISSUED BY SPAWAR SSC New Orleans 2251 Lakeshore Dr. New Orleans LA 70145 ed.wallace1@navy.mil 504 6971301			CODE N69250	6. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241			CODE S0514A
7. CONTRACTOR Ocean Systems Engineering Corporation 2141 Palomar Airport Road, Suite 200 Carlsbad CA 92009			CODE OLN66	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, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			
				CODE HQ0339			
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.				
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.							
Ocean Systems Engineering Corporation			Frances C. LoBello Contracts Director			01/17/2008	
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
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: Ed V Wallace 01/28/2008 CONTRACTING/ORDERING OFFICER				22. TOTAL \$367,675.74
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						

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 2 of 2
----------------------------------	------------------------------	----------------

GENERAL INFORMATION

1. The purpose of this modification is to move funding and to remove some dates from Section F. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.
2. The Period of Performance has been removed from Section F. The contract completion date remains unchanged at 15 March 2008.
3. Funds in the amount of [REDACTED] have been removed from CLIN 0001 and moved to CLIN 0002 for travel. Therefore, CLIN 0001 is now [REDACTED] and CLIN 0002 is [REDACTED].
4. All other terms and conditions remain unchanged.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 1 of 29
----------------------------------	------------------------------	-----------------

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
1000	ASSOC (O&MN,N)				
1001		0.0			
1001		0.0			
1002		0.0			

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	ASSOC (O&MN,N)	1.0 Lot	

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

This task order is incrementally funding and the amount currently available for payment hereunder is limited to [REDACTED] inclusive of fee. It is estimated that these funds will cover the cost of performance through **15 March 2008**. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) incorporated into the basic contract, no legal liability on the part of the Government for payment in excess of [REDACTED] shall arise unless additional funds are made available and are incorporated as modifications to this contract. The contractor shall inform the Contracting Officer and the Contracting Officer Representative in writing when 75% of the allotted incremental funds have been expended. If 100% of the allotted incremental funds have been expended the contractor shall not continue working until additional funds have been placed on the Delivery Order by the Contracting Officer.

B-2 ALLOTMENT OF FUNDS (JAN 89) (SPAWAR 5252.232-9200)

(Applicable to Award Fee CLINs 1000 and 3000)

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 2 of 29
----------------------------------	------------------------------	-----------------

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

ITEM	ALLOTTED TO FIXED FEE
1000	██████████

* The dollar values will be provided in individual funding modifications.

© The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows: N/A

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 3 of 29
----------------------------------	------------------------------	-----------------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 STATEMENT OF WORK

Homeland Security Support: Area Security Operations Command & Control (ASOCC)

Background:

ASOCC is a program that provides visualization, collaboration, command and control, situational awareness, and alerting capabilities to first responders, local, state, and federal organizations, law enforcement, intelligence community, and the Department of Defense (DoD). The system provides an integrated environment for improved consequence management, crisis response, deterrence, and prevention. Technologies that increase DOD's ability to communicate among Federal, State, and Local agencies with greater trust and confidence will be added and/or enhanced as the program evolves. Interoperability among DoD, non-DoD, and commercial command and control systems will be enhanced so that collaboration among homeland security responders can be increased. Assured communications capabilities will be refined so that more complete voice, video, and sensor data can be exchanged.

The ASOCC solution set has transitioned to SSC NOLA from research and development efforts of the Homeland Security/Defense Command and Control Advanced Concept Technology Demonstration (HLS/D C2 ACTD) to SSCNOLA. The HLS/D C2 ACTD program has transitioned all program technologies and concepts to SSC NOLA to provide continued development and sustainment of the technology.

The ASOCC solution set is in low rate deployment throughout CONUS and OCONUS locations on both the SIPR and NIPR environments.

Scope:

The Scope of this SOW includes support for deployment, acquisition, testing, site installation, User training, Tier I - III level customer support, engineering and integration, application administration, and lifecycle sustainment support of the ASOCC technology suite. The contractor will create training materials including manuals in both classified and unclassified operating environments.

The Contractor will support an ongoing ASOCC in-house program and maintain field deployed ASOCC tool sets program.

The Contractor shall provide a cost proposal for work outlined reflecting operational and maintenance support in the following areas of the SOW and shall provide all necessary personnel, supervision, management, and services to accomplish those tasks, including the use of subcontractors, as appropriate. The Contractor shall deliver to the SSC-NOLA all training materials, courseware, software documentation, data rights, and operating licenses procured/developed for, or incidental to, this contract effort.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 4 of 29
----------------------------------	------------------------------	-----------------

1 OVERALL BUSINESS OPERATIONS:

The work required by this contract shall be performed in accordance with this SOW. The Contractor shall establish and maintain a project organization capable of executing the tasks and responsibilities delineated in the SOW.

2 PROJECT MANAGEMENT & CONTROL:

The contractor shall provide a Project Management team capable of providing oversight to the execution of the program and the deliverables called out in this SOW. The contractor shall have demonstrated knowledge and understanding of the current technology suite, an understanding of the current and planned user communities, and an understanding of the program outreach vision for the program. The Project Manager will provide support to SSC NOLA for the continued ASOCC need education of current and possible end user customers and sustaining organizations for the use of the application. The Project Management team will support the execution, and reporting of an integrated master program schedule (IMPS) for the full scope of the program. The Project Manager (PM) will work with the government counterpart(s) to ensure all Non- Level of effort (LOE) aspects of the program are adequately accounted for in the IMPS and planned activities are tracked through completion; final approval of the baselined schedule will be made by the government. The contractor shall provide periodic reporting on program progress and status as required by SSCNOLA, including identification of key program issues and recommendation of mitigation actions. The PM will support the end user customer in the evaluation and establishment of appropriate MOAs & MOUs with potential end user customers and compatible systems. The PM will provide oversight to the integration, implementation, and fielding of developed/integrated technologies. The PM will establish a Project Management Plan (PMP). The PM for this effort shall have demonstrated knowledge of the current and planned technology and capabilities and must be PMP-certified.

Specific Tasks:

- a) Establish a Project Management Plan (PMP) to be approved by the customer
- b) Establish a baselined project schedule outlining all key milestones and deliverables, where appropriate.
- c) Prepare and deliver a Monthly Task Order Status Report identifying the progress of current efforts, problems and recommended solutions, and upcoming plans.
- d) Support the SSCNOLA in conducting budget analysis, auditing, reporting, and forecasting services necessary to support current and upcoming initiatives.
- e) Provide administrative support for tracking all data, including invoices, provided by organizations associated with the task.
- f) Support the implementation and management of program MOUs and MOAs with outside agencies and organizations.
- g) Coordinate the deployment and installation of new releases of capability.
- h) Coordinate with interested outside agencies for possible implementation and program expansion.
- i) Deliver all products of this Task Order to the SSC-NOLA designated Technical Representative; electronic delivery of all material is acceptable in a SSCNOLA acceptable format.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 5 of 29
----------------------------------	------------------------------	-----------------

j) Support SSC NOLA in program outreach and end user creation.

3 HELP SERVICES AND CUSTOMER SUPPORT:

The ASOCC help services customer support center will serve as the single, centralized, point of contact for field user problem resolution, information dissemination, and service requests. The contractor must have demonstrated knowledge, past experience, and technical expertise with current ASOCC like components; eXPanel, Alert Framework (A/F), Extended Defense Collaboration Tool Suite (E-DCTS), XIS, and Light Weight Collaborative Whiteboard (LCW); understanding the idiosyncrasies of these capabilities and tools, understand common problems encountered, configuration challenges, and internal and external interfaces and integration points of the applications. The contractor will support established service centers for both the classified and unclassified operating environments of the fielded applications to include 24*7 emergency support. The contractor shall provide for the capturing and reporting of standard data and metrics. The contractor shall support all government defined reporting requirements and maintain current and historical data repository for required information. Monthly reporting and tracking responsibilities will include, but not be limited to, Tier I -III trouble tickets, new user account management, user functional and technical issues, change and defect requests, etc.

The contractor shall support demonstrations, exercises, and training sessions as required. Demonstrations, exercises, and training may be performed at remote or local end user customer or implementation sites, as required. The contractor will also provide help services functions to test environments and pilots. The contractor will work with the end user customer to determine pilot site locations and support requirements. CONUS, OCONUS, local, and remote locations and sites will expand as the program evolves; the contractor shall have a staffing model that accommodates program growth and provides increased support in the event of surge requirements.

The contractor shall create and maintain and update all support materials, including architectural artifacts, as changes to the application and hosting environment are implemented. The contractor will provide support material for account administration and component access, as well as quick start user guides for the application suite. The Help Service team may support web-based training requirements for the end user community. Specific task will be defined during the execution of the contract.

4 HOSTING REQUIREMENT (APPLICATION ACCREDITATION, ENGINEERING SUPPORT, AND APPLIATION SUPPORT):

The contractor shall provide systems, application, and database administration support to the command security team in for specific and unique activities related to this program. The contractor will support SSC NOLA in determining findings and vulnerabilities of sustained applications while providing the mitigation strategy, testing, and resolution for closure of those items. The HLS/ASOCC systems administration team will provide recommendations and support to the SSC NOLA shared services' systems administration team on those business

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 6 of 29
----------------------------------	------------------------------	-----------------

activities and processes that support the management of ASOCC server resources, workload balancing, performance monitoring, and reporting for the operating systems, databases, installed applications, and hardware resources. The contractor shall have familiarity working in a virtual server environment and have the ability to remove the applications for re-deployment and standup in program-owned servers in the event of an emergency or command direction.

The contractor shall provide application engineers with the necessary skill set to support all SSC NOLA HLS deployed applications (eXPanel, E-DCTS, LCW, A/F). The contractor shall have demonstrated knowledge and experience to support the daily maintenance, testing and on-going operation of the system and the hosted applications. The application engineers will work to assure all deliverables and requirements are met.

The application engineers will provide support into the development of program documentation to include any required CONOPS, a command COOP, and technical support documentation. The application engineers will support the deployment and sustainment of the system on both a classified and unclassified environment per classified availability.

The Contractor will support end user architectural requirements as assigned by the customer. This may include interaction with client site representatives and . Support may include development or review of technical architecture documents and artifacts, implementation planning, or implementation execution and sustainment activities prior to implementation. Additional support will be required to maintain the common network shared service environment. Specific task will be defined during the execution of the contract.

5 Command & CONTROL (ASOCC) Maintainiance and Configuration:

The contractor will work directly with the end user customers for requirements validation.

Captured change requests will be tracked and enhancements will be captured by a Help Service department and reviewed by a to-be-established by Change Control board. Official configuration requests will be incorporated.

All final approved software will have an accompanied administration guide and user's guide to support the sustainment and administration of the software.

Specific Tasks:

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 7 of 29
----------------------------------	------------------------------	-----------------

- a) Establish End User customer requirements for the configuration of ASOCC software
- b) Develop a project plan outlining the schedule and deliverables

6. MANDATORY REQUIREMENTS

A) the contractor must have demonstrated and thorough working knowledge of technologies and capabilities outlined in this sow. Key personal must be identified and their resumes included in the offer.

B) active secret clearances are required.

C) u.s. citizenship is required

7 PLACE OF PERFORMANCE:

The SSC NOLA will provide primary facilities to perform the work required by this task order. Work will take place at SSC NOLA located at the University of New Orleans (UNO) Research and Technology Park, 2251 Lakeshore Drive, New Orleans, LA 70145-0001. Periodic travel in support of program briefings, demonstrations, deployments, and customer support may be required on a periodic basis.

8 RESERVED

9 RESERVED

10 OTHER DIRECT CHARGES (ODCS) AND TRAVEL:

Procurement will be made thorough sscnola procurement processes. However, SSC NOLA on a case-by-case basis may approve exceptions for contractor purchased items related to this program.

Travel will be required to complete tasking in accordance with this SOW. The government technical and program lead must authorize all travel prior to commencement of travel. An approved contractor's travel authorization request (tar) shall be the standard document authorizing contractor travel. Travel will billed in accordance with Department of Defense/Joint Travel Regulation (DoD/JTR) Vol.2 for Civilian Personnel Travel Procedures.

11 SECURITY:

The contractor is required to adhere to all SSC NOLA security policies and procedures. Contractors hired to perform tasks under this task order must be u.s. citizens. Appropriate background investigations must be completed for all contractors performing tasks under this task order. Contractors must meet all contract requirements and the following regulations:

- A. DOD DIRECTIVE 8500.1
- B. DOD DIRECTIVE 5200.2-R
- C. DOD DIRECTIVE 5200.2
- D. SECNAVINST 5510.30A

12 SECURITY CLEARANCE REQUIREMENTS:

The solution set deployed under this project is distributed to both classified and unclassified operating environments. Personnel who are involved in the installation and fielding activities in the classified environments will need to have secret clearance levels. Also, help services personnel providing support to the classified environment will need to hold a secret clearance. Those personnel who will be responsible for systems configuration, help services, systems administration, and other tasks related to the operations of the "SIPRNET room" at SSC NOLA will need to hold secret clearances."

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 8 of 29
----------------------------------	------------------------------	-----------------

13 GOVERNMENT FURNISHED EQUIPMENT / GOVERNMENT FURNISHED INFORMATION:

The government will provide working space, all necessary personal computers and related hardware, software, and duplicating facilities required by contractor personnel to support this task order.

14 RESERVED

15 RESERVED

16 SECTION 508 COMPLIANCE SPECIFICATIONS:

(1) Section 508 of the Rehabilitation Act of 1973 (29 U.S.C 794d) requires federal agencies acquiring electronic and information technology (EIT) to ensure that federal employees with disabilities have access to and use of information and data that is comparable to the access and use by the federal employees who are not individuals with disabilities.

(2) All EIT procured under this contract/order must meet the following 36 CFR 1194 accessibility standards. The full text of the accessibility standards is available at:

<HTTP://WWW.ACCESSBOARD.GOV/SEC508/508STANDARDS.HTM>

1194.21 – SOFTWARE APPLICATIONS AND OPERATIONS SYSTEMS.

1194.22 – WEB BASED INTRANET AND INTERNET INFORMATION AND APPLICATIONS.

1194.23 – TELECOMMUNICATIONS PRODUCTS.

1194.24 – VIDEO AND MULTIMEDIA PRODUCTS.

1194.25 – SELF-CONTAINED, CLOSED PRODUCTS.

1194.26 – DESKTOP AND PORTABLE COMPUTERS.

1194.31 – FUNCTIONAL PERFORMANCE CRITERIA.

(3) The standards do not require the installation of specific accessibility-related software or the attachment of an assistive technology device(s), but merely require that the EIT be compatible with such software and device(s) so that it can be made accessible if so required in the future.

(4) Contractors may propose products or services that result in substantially equivalent or greater access used by individuals with disabilities; this is known as equivalent facilitation.

All 508 compliance and compliance issues are to be addressed by the government customer and the contractor. The contracting office is required to ensure compliance.

17. RESERVED

C-2 KEY PERSONNEL (DEC 1999)

A. The offeror agrees to assign to this task order those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

B. The offeror agrees that during the first 180 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 9 of 29
----------------------------------	------------------------------	-----------------

submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

C. All requests for approval of substitutions under this task order must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the contracting officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this task order must have qualifications of the person being replaced. The contracting officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

D. LIST OF KEY PERSONNEL

Name/task order labor category

_____/_____
 _____/_____

E. If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the task order work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the task order may be terminated by the contracting officer for default or for the convenience of the government, as appropriate. In addition, if the contractor is found at fault for the condition, the contracting officer may elect to equitably decrease the task order price or fixed fee to compensate the government for any resultant delay, loss or damage.

C-3 QUALITY ASSURANCE PLAN

A. 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.

B. PERFORMANCE STANDARDS:

- (1) the deliverables under this task order will be consistently technically accurate.
- (2) 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).

- (1) the contractor will be consistently responsive to government customers in its performance of this task order.
- (2) 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:

D. 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.

E. 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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 10 of 29
----------------------------------	------------------------------	------------------

F. The TOM will upload the tope to the seaport portal.

G. Remedy

(1) 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.

(2) 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 Reporting System (CPARS); and
- ii. Determines the contractor’s ability to earn term extensions to its basic seaport-e contract in accordance with the award term provisions contained therein.

C-4 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 spawarsyscom security officer.

C-5 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 SSC NOLA 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

MARDI GRAS 47 DAYS BEFORE EASTER

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 11 of 29
----------------------------------	------------------------------	------------------

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-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)
(SPAWAR C317)**

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-7 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY
REQUIREMENTS (JUN 2001) (SPAWAR C-719)**

A. The government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Atandards (36 C.F.R. § 1194) are applicable to this procurement:

___ the EIT to be provided under this contract has been designated as a National Security System.

___ the EIT acquired by the contractor is incidental to this contract.

___ the EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT accessibility standards.

 x the EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 12 of 29
----------------------------------	------------------------------	------------------

occasional monitoring of equipment.

____ compliance with the EIT accessibility standards would impose an undue burden on the agency.

____ the EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

B. Notwithstanding that an exemption exists, the contractor may furnish supplies or services provided under this contract that comply with the EIT accessibility standards (36 C.F.R. § 1194).

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 13 of 29
----------------------------------	------------------------------	------------------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

All deliverables shall be packed and packaged in accordance with standard commercial practices, and shipped to the Task order manager identified in Section G.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 14 of 29
----------------------------------	------------------------------	------------------

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. Electronic delivery of all material is encouraged when feasible. The tocor will review and accept products and services within 10 working days of delivery. Contractors have 10 working days to rework unacceptable deliverables.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 15 of 29
----------------------------------	------------------------------	------------------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The above period 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.

NOTE: The Cost proposal is not an important evaluation factors in this project, however, if Technical Factors are close together, the cost proposal then becomes a very important factor in the evaluation process.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 16 of 29
----------------------------------	------------------------------	------------------

SECTION G CONTRACT ADMINISTRATION DATA

G-1 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-2 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a cost plus fixed fee task order.

G-3 INVOICES

G-300 Invoicing Instructions for Services using Wide Area Work Flow (WAWF) (Jan 2007)

Prescription: Insert in all service contracts, task orders, or purchase orders for services issued by SPAWARSSYSCOM. Use in conjunction with the clauses at DFARS 252.246-7000 (Material Inspection and Receiving Report) and DFARS 252.232-7003 (Electronic Submission of Payment Request). If modifying

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 17 of 29
----------------------------------	------------------------------	------------------

an existing contract, task order, or purchase order, insert the above clause in full text in Block 14 Continuation Page, of the SF 30.

Reference: DFARS 232.7003(a)

G-301 Invoicing Instructions for Supplies using Wide Area Work Flow (WAWF) (Jan 2007)

Prescription: Insert in all supply contracts, delivery orders, or purchase orders for supplies issued by APAWARSYSCOM. Use in conjunction with the clauses at DFARS 252.246-7000 (Material Inspection and Receiving Report) and DFARS 252.232-7003 (Electronic Submission of Payment Request). If modifying an existing contract, delivery order, or purchase order, insert the above clause in full text in Block 14 Continuation Page, of the SF 30.

Reference: DFARS 252.232-7003(a)

G-4 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-5 The Task Order Monitor (TOM) for this task order is as follows:

Gregg Travis 2251 Lakeshore Drive, New Orleans LA 70145 gregg.travis@nvay.mil
504-697-4103

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 18 of 29
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G-6 The Contract Specialist for this task order is as follows:

Sharon B. Roberson, ITCN00C SPAWARSSYSCEN NOLA 2251 Lakeshore Drive New Orleans, LA 70145 Sharon.roberson@navy.mil 504-697-1308

G-7 the Contracting Officer for this task order is as follows:

Edward V. Wallace SPAWARSSYSCEN NOLA 2251 Lakeshore Drive New Orleans, LA 70145 Ed.wallace1@navy.mil 504-697-5594

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 19 of 29
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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 RESERVED

H-2 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 Section G. 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-3 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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 20 of 29
----------------------------------	------------------------------	------------------

and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

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

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

- (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:
 - (c) patent or pending patent application number;
 - (d) title of the patent or pending patent application;
 - (e) issue date of the patent, or filing date of the pending patent application;
 - (f) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 21 of 29
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(g) the nature of the Contractor's right, title or interest in the background invention;

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

(j) 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-4 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

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

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 22 of 29
----------------------------------	------------------------------	------------------

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 23 of 29
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h. If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

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

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

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

All contractors are required to obtain Common Access Card (CAC). Contract Facility Security Officer will send copy of VAL to government identified Trusted Agent (TA) for all new employees and also for CAC renewals. Request will contain contractor first, last and middle name as well as Social Security Number, Date of Birth and email address. Email address of Human Resource Manager can be given. TA will input information into Contractor Verification System (CVS). TA will supply temporary username/password to contractor. Contractor will log into CVS and complete application. TA will either reject or approve completed application in CVS. If approved, contractor information will be input in DEERS and contractor will be notified that they can make appointment with local CAC issuance office. Appointment must be made prior to going to CAC office. Contractor is required to provide two (2) forms of identification to CAC office.

Upon completion of the contract, or a contract employee's termination the CAC card shall be returned to TA.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 24 of 29
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H-5 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

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

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

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

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

b. The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractor's 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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 25 of 29
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(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.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 26 of 29
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H-8 TECHNICAL INSTRUCTIONS

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

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

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

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

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

H-9 NON-LABOR TO LABOR CATEGORY MIX

The contractor may, with concurrence from the Technical Point of Contact, change the mix between non-labor and labor expenditures across both categories, provided the awarded total cost is not exceeded as work progresses.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 27 of 29
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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

a. The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days)

I-2 PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

a. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

b. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

I-3 PRIVACY ACT NOTIFICATION (FAR 52.224-1) (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I-4 PRIVACY ACT (FAR 52.224-2) (APR 1984)

a. The Contractor agrees to –

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies –

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 28 of 29
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(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

b. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

c. (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

CONTRACT NO. N00178-04-D-4096	DELIVERY ORDER NO. NSF105	PAGE 29 of 29
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SECTION J LIST OF ATTACHMENTS

Statement of Work (SOW)

Cost Summary Format

Supporting Cost Data

Relevant Past Performance Experience Form

Evaluation Criteria and color coding

DD Form 254