

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4016				2. DELIVERY ORDER NO. V702		3. EFFECTIVE DATE 2011 Aug 31		4. PURCH REQUEST NO. 1300187553		5. PRIORITY Unrated	
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022				CODE N65236		7. ADMINISTERED BY DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299				CODE S2101A	
9. CONTRACTOR ARINC 2551 Riva Road Annapolis MD 21401				CODE 1WAV4		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	
								12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL SMALL DISADVANTAGED WOMEN-OWNED	
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338	
										MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE		Reference your _____ furnish the following on terms specified herein.								
			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.								
ARINC											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*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.				24. UNITED STATES OF AMERICA				25. TOTAL		\$609,594.80	
				BY: /s/William F Tobin				08/31/2011		26. DIFFERENCES	
								CONTRACTING/ORDERING OFFICER			
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
						PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE			g. E-MAIL ADDRESS			FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE			34. CHECK NUMBER		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL			35. BILL OF LADING NO.		
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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GENERAL INFORMATION

This Task Order is established because of funding constraints on task order N0017804-D-4016-V701.

The total amount of funds obligated to the task is

CLIN	SLIN	ACRN	AMOUNT
4101	410101	AA	
4101	410102	AB	
6101	610101	AA	

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to It is estimated that these funds will cover the cost of performance through 29 December 2011. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.23222) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	CEILING	THIS ACTION	FUNDED	BALANCE
4101				
6101				
4102				
6102				
4103				
6103				
4104				
6104				
TOTAL				

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4101	Base Year - Labor ENMS ISEA and ITIL Operation RNOSC Support in accordance with the Performance Work Statement. (TBD)	1.0 LO		
410101	ACRN: AA TASK 3.2 ENMS ISEA SUPPORT (O&MN,N)			
410102	ACRN: AB TASK 3.2 ENMS ISEA SUPPORT (O&MN,N)			
4102	1st Option Year - Labor ENMS ISEA and ITIL Operation RNOSC Support in accordance with the Performance Work Statement. (TBD) Option	1.0 LO		
4103	2nd Option Year - Labor ENMS ISEA and ITIL Operation RNOSC Support in accordance with the Performance Work Statement. (TBD) Option	1.0 LO		
4104	3rd Option Year - Labor ENMS ISEA and ITIL Operation RNOSC Support in accordance with the Performance Work Statement. (TBD) Option	1.0 LO		

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For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6101	Base Year - Other Direct Costs ENMS ISEA and ITIL Operation RNOSC Support in accordance with the Performance Work Statement. (TBD)	1.0 LO
610101	ACRN: AA ODCS (O&MN,N)	
6102	1st Option Year - Other Direct Costs ENMS ISEA and ITIL Operation RNOSC Support in accordance with the Performance Work Statement. (TBD) Option	1.0 LO
6103	2nd Year Option - Other Direct Costs ENMS ISEA and ITIL Operation RNOSC Support in accordance with the Performance Work Statement. (TBD) Option	1.0 LO
6104	3rd Option Year - Other Direct Costs ENMS ISEA and ITIL Operation RNOSC Support in accordance with the Performance Work Statement. (TBD) Option	1.0 LO

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.

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(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 following 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:

[Contractor shall insert number of estimated direct labor staff hours]

Total Staff-Hours (X)* Total Prime Staff-Hours Fixed Fee**

*(inclusive of Prime and any proposed Subcontractor(s))

Base Period _____ _____ _____

Option 1 _____ _____ _____

Option 2 _____ _____ _____

Option 3 _____ _____ _____

Option 4 _____ _____ _____

**Contractor is to identify basis for fixed fee amount:

___ Prime Hours Only ___ Total Staff-Hours

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.

(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 40 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 30 September. 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. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ratio of fee to the estimated total hours then set forth in the contract.

(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.

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(3) A breakdown of other costs incurred.

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

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 separately identify subcontractor information, if any.

B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] hours. The _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] direct labor hours include _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] uncompensated overtime labor hours.

(b) Computation of Fee.

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

(c) Modifications.

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

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

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$ _____ [Contracting officer insert dollar amount(s)] per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eightyfive percent (85%) of the fixed fee

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specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

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

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$73,136.23. It is estimated that these funds will cover the cost of performance through 29 December 2011. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$ 73,136.23 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	CEILING	THIS ACTION	FUNDED	BALANCE
4101				
6101				
4102				
6102				
4103				
6103				
4104				
6104				
TOTAL				

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

Work under this contract shall be performed in accordance with the following description/ specifications/ statement of work (SOW) which herein shall be referred to as Performance Work Statement (PWS):

1.0 PURPOSE

1.1 BACKGROUND

Tactical Switching (TSw) has been implemented to support the Network Centric transformation and enterprise operations and management vision for the Naval shore tactical inter-communication and networking systems supporting the Fleet. The operation of multiple legacy shore tactical communications systems at various Navy shore sites must be transformed to meet the Net Centric vision, while sustaining current operations. TSw operations must be aligned with the transformations planned for several interfacing programs to include the Automated Digital Network System (ADNS), DOD Teleport, Network Centric Enterprise Services (NCES) and Information System Security (ISSP) Programs. The TSw CONOPS must be aligned with the Joint Concept of Operations for Global Information Grid (GIG) NetOps and the FORCEnet vision.

1.2 SCOPE

This PWS covers provides engineering, life cycle, and management support to Navy's Tactical Switching (TSw) Program under tasking from NETWARCOM, PEO-C4I & Space PMW790 Shore Integration. This support encompasses trade analyses, technical & operational inputs and recommendations to requirements documents, and providing ISEA Services and management of project/task execution with the Program.

Note: In accordance with the Fleet Forces Command and NAVSEA Joint Industry-Navy Improvements Initiative (JINII) and in accordance with current SPAWARSCEN Atlantic (SSC LANT) Installation Management Office (IMO) Policy, the scope of this contract specifically excludes system installation related tasks involving U.S. Navy property (ships, shore stations) and excludes installation related tasks funded with U.S. Navy Funds."

2.0 APPLICABLE DOCUMENTS (AND DEFINITIONS)

All work shall be accomplished using the best commercial practices and current acceptable industry standards. In accordance with Defense Acquisition Policy changes, maximum utilization of non -Governmental standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited when applicable to the task order.

2.1 REQUIRED DOCUMENTS

The following documents are part of this PWS and are mandatory for use. Unless otherwise specified, the documents effective date of issue is the date on the invitation for bid or request for proposal. Additional applicable documents may be included in specific task/delivery orders.

Document Number	Title
DoD 5220.22-M	DoD Manual – National Industry Security Program Operating Manual (NISPOM)
DoDD 5220.22	DoD Directive – National Industrial Security Program
DoD 5200.2-R	DoD Regulation – Personnel Security Program
DoDD 8500.1	DoD Directive – Information Assurance

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	DoDI 8500.2	DoD Instruction – Information Assurance (IA) Implementation
	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program

2.2 GUIDANCE DOCUMENTS

The following documents are part of this PWS and are to be used as guidance. Unless otherwise specified, the documents effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task/delivery orders.

Document Number	Title
DoDI 6205.4	Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense
SPAWARSYSCENLANTINST 12910.1	Deployment of Personnel and/or Contractor Employees to Specific Mission Destinations
	SSC LANT OCONUS Deployment Guide (see website: https://cne.spawar.navy.mil/portal/page/portal/CNE_CORP_INFO_2/OCONUS%20Deployment%20Guide)

2.3 SOURCE OF DOCUMENTS

Information on obtaining copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, VA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organizations website.

3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required support tasks that shall be required throughout the contract life. The contractor shall provide necessary resources and knowledge to support the listed tasks. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

3.1. RELEVANT EXPERIENCE

The contractor is required to have knowledge and experience with the Navy's Tactical Switching Program that includes NETCOOL and ITIL experience.

3.2 ENMS ISEA SUPPORT

The contractor shall support various ISEA activities to include: supporting the deployed on-site systems at RNOSC EAST and RNOSC WEST, supporting/utilizing the test bed at St. Julien's Creek Annex, and support for SAIC synchronization of the enclave as directed by the government. Tasks may include but are not limited to:

- a) Providing support to RNOSC EAST and RNOSC WEST installations both onsite when needed and remotely through

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connections at both STJ and NH95 and other sites as required

- b) Providing continuity of services between EAST and WEST systems
- c) ENMS problem remediation (Help-Desk Support)
- d) Implementation of procedural requirements
- e) Monitoring configuration updates for data collection
- f) Rules file updates for data presentation improvement based on gathered feedback from system users and ongoing changes in the architecture
- g) Visualization improvements for collected data based on gathered feedback from system users and ongoing changes in the architecture
- h) Security configurations of applications based on CT&E and ST&E scan results
- i) Modification of existing monitored thresholds based on user and government feedback
- j) Provide system administration support for the deployed ENMS systems
- k) ENMS application troubleshooting based on need or government direction
- l) Implementation of ENMS configuration changes and verification of propagation to all enclaves
- m) Implementation of monitoring additions based on government request such as:
 - Install and configuration of ISMs, SSMs & ASMs as needed
 - Configuration of monitoring tools to include addition of new devices
- n) Provide input to and follow direction from the EEB for change requests to the systems
- o) Provide feedback to upper management on current state of systems in a Systems Evaluation Miscellaneous Technical Report (CDRL A004)
- p) Provide training and documentation development
- q) Provide Configuration Management (CM) support

3.3 ENMS Documentation Update/Development

The contractor shall update existing documentation and create new documentation to support ENMS. Specific focus is the addition/inclusion of technical information from the deployed/modified system configurations. Tasks may include but are not limited to:

- a) Update previously created ENMS Applications document with new information based on problem fixes, new integration points, or day-to-day tweaks to the system
- b) Create/update documentation based on government needs and direction
- c) Create /update documentation to be more robust depending on user needs

3.4 Test Support and Mitigation

The contractor shall provide engineering expertise to remediate IV&V test findings on the ENMS enclave incremental releases to include ongoing tuning and tweaking of the Inc 1 and 2 installation. Tasks may include but are not limited to:

- a) Test/verify operational integrity of changes made to the ENMS systems. Documentation of findings will be provided in a Test Report (CDRL A005).
- b) Provide feedback to developers of monitoring capabilities
- c) Provide recommendations based on user feedback, best practice, and previous knowledge of the installed systems
- d) Provide architectural recommendations to make the ENMS suite more robust
- e) Provide IV & V support
- f) Provide DT support
- g) Provide Trident Warrior Support
- h) Attend meetings as directed

3.5 ENMS Knowledge Transfer

The contractor shall provide specific in-depth information about the tool sets that make up the ENMS system. Tasks may

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include but are not limited to:

- a) Knowledge transfer of application specifics to the user community and government support personnel
- b) Knowledge transfer of application integration points to the user community and government personnel
- c) Support to training team for information and content as applied to the training curriculum

3.6 ENMS Acceptance Support

The contractor shall assist SSC LANT, NETWARCOM & PMW-790 with technical and management consulting services to support the development and refinement of NMS-related requirements. Tasks may include but not be limited to:

- a) User display customization consultation
- b) Management Information/Report Template Creation
- c) ITIL/ITSM Tool Criteria Research/Analysis beyond NetCool/Remedy
- d) Service Management Dashboard Requirements Development
- e) SSC LANTS/NET-M liaison support for ship and shore NMS systems integration

3.7 Information Technology Service Management (ITSM) Process Support

The contractor shall support the continuing efforts of deploying and supporting technology solutions into the NCTAMS/RNOSC environments. The contractor will provide ITSM/ITIL and process engineering assistance to ensure the successful incorporation and utilization of the solutions. Services provided shall include at a minimum:

- a) RNOSC IPT/Implementation Support
- b) ENMS Acceptance Support
- c) Operations Process Design and Engineering
- d) ITIL/ITSM Training
- e) Strategic Governance Planning
- f) Inter-Organization Liaison Support
- g) Provide training and documentation development

3.8 RNOSC IPT/Implementation Support

The contractor shall assist SSC LANT and with technical and management consulting services to support the RNOSC planning, implementation and automation as well as liaison support to the various external organizations and stakeholders related to the RNOSC IPT including NNWC. Tasks may include but not be limited to:

- a) Generation of Governance/Policy Documents/ITSM Templates
- b) G/RNOSC CONOPS implementation planning support
- c) G/RNOSC Service Center Ramp Up Support
- d) Service Activation Template Development
- e) KSAs for Essential ITIL-oriented positions (Incident Manager, Service Manager, etc)
- f) ITIL Management Process Development (problem, performance, etc)

3.9 Operations Process Design and Engineering

The contractor shall assist SSC LANT, NETWARCOM & PMW-790 with design/development of new operational processes and revision/re-engineering of existing processes. Tasks may include but not be limited to:

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- a) Assessment of requirements or existing process
- b) Organizational process impact analysis
- c) Process optimization

3.10 ITIL/ITSM Training

The contractor shall plan and deliver ITIL/ITSM training to SSC LANT, NETWARCOM, PMW-790 staff and others as designated by SSC LANT, PMW-790. Tasks may include but not be limited to:

- a) Scheduling and coordination of class facilities, resources, and students
- b) Execute course instruction including ITIL v2/v3 Foundation and Practitioner certification-track classes
- c) Execute ITIL/ITSM awareness seminars/briefings
- d) Conduct after-course evaluation surveys

3.11 Strategic Governance Planning

The contractor shall provide support for strategic governance initiatives that affects or is affected by SSC LANT, PMW790. Tasks may include but not be limited to:

- a) NGEN ITSM program governance model development collaboration
- b) DON CIO IT governance guidance development support

3.12 Inter-Organization Liaison Support

The contractor shall assist SSC LANT, NETWARCOM & PMW-790 with planning and liaison support between SSC LANT, PMW-790 and other external organizations as related to PMW-790 initiatives. Tasks may include but not be limited to:

- a) MHQ-MOC liaison support and awareness training
- b) External systems Interface Planning (NCDOC, JTFGNO, STRATCOM, JFCOM, MHQ)
- c) TW-08 Initiative CONOPS Support
- d) Other NETWARCOM, PEO C4I & Space PMW-790 service suppliers and customers

3.13 Transportation of Equipment/Material

The contractor may be required to coordinate the transportation of non-classified equipment or material through both military mobility commands and other commercial means ensuring timely placement in support of military exercises throughout the U.S. Naval operational environment.

3.14 PROGRAM MANAGEMENT

The contract shall require a contractor to work closely with the government project manager and support at the sponsor level and at the contract level. Regardless of the level of support, the ultimate objective is ensuring the government's requirements are met on schedule and within budget.

3.14.1 Contract Liaison

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and Task Order Manager (TOM). Located in the local facility, the PM shall be ultimately responsible for ensuring that the contractor's performance meets all government contracting requirements

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within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order proposals in emergent situations. Responsibilities shall also include, but not be limited to, the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the Contractor shall have, unless otherwise directed, monthly meetings with the TOM and periodic reviews with the Project Engineer (PE).

3.14.2 Program Support

Some programs shall require a contractor to work closely with the government project manager and support the needs of the program at the sponsor level. As directed in task orders, coordination of meetings, preparing budget drills, developing agenda items, attending at high-level meetings, generating minutes, and tracking action items may be required. Other support may require a contractor to recommend policies, doctrine, tactics, and procedures at the Federal, State, and Local level given their past expert opinion or using analysis of actual outcomes. Program support may require significant coordination and interface with various DOD and non-DOD activities located in and out of CONUS.

3.14.2.1 Program Support Documentation

The PM shall be responsible for ensuring that all program management contract deliverables (see Contract Attachment # 1) are tracked and submitted on time throughout the life of contract. At a minimum, the following are typical of such documents:

- Cost Estimates (CDRL A009)
- Meeting Minutes (CDRL A010)
- Miscellaneous Technical Report (CDRL A004)
- Trip Reports (CDRL A003)

3.14.3 Contract Administration

During urgent situations, the contractor shall have processes established in order to provide all necessary resources and documentation any time during the day in order to facilitate a timely task order (TO) award or modification. The contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the contract award process. To address urgent requirements, the contractor shall have processes established in order to provide all necessary documentation and resources any time during the day in order to facilitate a timely Task order (TO) award or modification.

3.14.3.1 Contract Administration Documentation

Various types of contract administration documents are required throughout the life of the contract. At a minimum, the contractor shall provide the following documentation:

3.14.3.1.1 Contract and Task Order Status Report

Task Order Status Report (CDRL A001) shall be developed and submitted monthly to the TOM and the SPAWAR technical point of contact. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports.

(a) Monthly, TO – A monthly TO status report shall be provided to the applicable government Project Engineer or DOCOR. Commencing one full month after the TO award date, TO status reports shall be posted no later than the 10th of each month. For every active TO, the monthly progress report shall include, as a minimum, the following items and data:

1. TO Number & Title

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2. period of performance
3. period of reporting
4. the Not-to-Exceed TO amount and the funds received to date balance
5. list all TO level Modifications, date of modification, sentence summary, and if applicable, list the total modification funding amount
6. list total labor hours expended (current and cumulative) per company
7. list total labor cost (current and cumulative) per company
8. list total Other Direct Costs (ODCs) expended (current and cumulative) per company
9. list total Travel expended (current and cumulative) per company
10. list total Material expended (current and cumulative) per company
11. list total Fee expended (current and cumulative) per company
12. list total TO ceiling amounts: labor hours, costs, fee, and total NTE
13. list total remaining TO ceiling amounts: labor hours, costs, fee, and total NTE
14. list quantity of hours charged per employee (current and cumulative)
15. list of all companies that have charged to the TO, the company's charging period, and the cost, the total number of hours charged (current and cumulative)
16. Estimated total cost to complete; noting shortages or overages
17. Identification when obligated costs have exceeded 75% of the amount authorized (Note: Identifying cost overruns in the monthly status reports does not preclude a Contractor from the 75% notification requirement in clause H-344 or for immediate notification to the government when all funds have been expended prior to work being completed on a task order)
18. Summary of work performed (includes meeting specified milestones and action items; identification of new problems areas including technical issues, cost increases or schedules slippage; status of previously identified problems; listing of all CDRL ordered and status of deliverables; effort to be completed during next reported period)

(b) Data Calls – As required, a status report shall be e-mailed to the TO Originator and the TOM within six working hours of the request. All information provided shall be the most current. Cost and funding data shall reflect real-time balances. Reports shall account for all planned, obligated, and expended charges and hours. The report shall include, as a minimum, the following items and data:

1. Percentage of work completed (by contract and task order level)
2. Percentage of funds expended (by contract and task order level)
3. Updates to the POA&M and narratives to explain any variances
4. List of personnel (by location, security clearance, quantity)

3.14.3.1.2 Task Order Closeout Report

Every Task Order (TO) shall require a closeout report (CDRL A002), which is due no later than 30 days after the TO completion date. The Report shall be submitted electronically as an e-mail attachment; hard copies are required only upon request. Government compatible Microsoft® Office Package software shall be used and the form shall be easy to follow. The report shall include, as a minimum, the following information:

(a) Financial data – Breakdown of all costs (labor, travel, material, fee) per invoice, all key personnel that were utilized/charged on the job, specify all work yet to be charged, all remaining funds, and balances available, if any, for return (de-obligation), etc.

(b) Deliverable status -- Percentage job complete, any outstanding issues, CDRL status, list of any items/services under workmanship/manufacturer warranty, etc.

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(c) Government Property – All Contractor-acquired Property and Government-furnished Property provided on TO shall either be consumed or returned to the government. A final TO Inventory list shall be required accounting for all TO government property. Contractor shall incorporate information and receipts obtained from the initial disposition inventory list. For property being returned, the contractor shall include on the inventory list the following minimum information: part numbers, NSN nomenclature, quantity, and condition of each item (i.e., Condition A, F, etc.). Paperwork validating official receipt by government is required for returned items.

4.0 QUALITY ASSURANCE

Upon contract award, the Prime contractor shall have and maintain a quality assurance process that meets contract requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The quality system shall be documented and contain procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on their internal auditing system. The quality system shall be made available to the government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this contract may continue to be used. The Contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the Prime's internal audit system. The Government reserves the right to disapprove the Contractor's and/or subcontractor's quality system or portions thereof when the quality system(s) fails to meet contractual requirements at either the program or worksite services level. The Government reserves the right to participate in the process improvement elements of the contractor's quality assurance plan as needed. At minimum, the contractor's quality system shall meet the following key criteria:

- Establish capable processes
- Monitor and control critical product and process variations
- Establish mechanisms for feedback of field product performance
- Implement and effective root-cause analysis and corrective action system
- Continuous process improvement

4.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

Task orders shall require the contractor to have processes in place that shall coincide with the government's quality management processes. As required, the contractor shall use best industry practices including ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC ATLANTIC requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SSC ATLANTIC that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures.

4.3 QUALITY CONTROL

Unless otherwise directed, the Contractor is responsible for all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M or procedural quality system document. The Government reserves the right to perform any inspections deemed necessary to assure that the Contractor provided services, documents, and material meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

4.4 QUALITY MANAGEMENT DOCUMENTATION

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In support of the contract's Quality Assurance Surveillance Plan (QASP) (see Contract Attachment # 8), and Contractor Performance Assessment Reporting System (CPARS) the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A006) submitted 10 days after Task Order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A007) submitted monthly.

5.0 DOCUMENTATION AND DELIVERABLES

5.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the base contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task.

CDRL #	Description	PWS Reference Paragraph
A001	Task Order/Contract Status Reports	3.14.3.1.1
A002	Task Order Closeout Reports	3.14.3.1.2, 10.0
A003	Trip Report	3.14.2.1
A004	Miscellaneous Technical Report	3.14.2.1, 3.2
A005	Test Report	3.4
A006	Cost and Schedule Milestone Plan	4.4
A007	Contractor CPARS Draft Approval Document (CDAD) Report	4.4
A008	OCONUS Deployment Reports	7.2
A009	Cost Estimates	3.14.2.1
A010	Meeting Minutes	3.14.2.1

5.2 ELECTRONIC FORMAT

At a minimum, the deliverables shall be provided electronically by email; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data shall be provided in an editable format compatible with SSC ATLANTIC corporate standard software configuration as specified below. Contractor shall conform to SSC ATLANTIC corporate standards within 30 days of contract award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

	Deliverable	Software to be used
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ MSPublisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
e.	2-D Drawings/ Graphics/Schematics (new data products)	Vector (CGM/SVG)
f.	2-D Drawings/ Graphics/Schematics	Raster (CALs Type I, TIFF/BMP,

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	(existing data products)	JPEG, PNG)
g.	Scheduling	Microsoft Project
h.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio
i.	Geographic Information System (GIS)	ArcInfo/ArcView

5.3 INFORMATION SYSTEM

5.3.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The contractor shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by email through individual accounts during all working hours.

5.3.2 Information Security

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

5.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement. The contractor and all utilized subcontractors shall abide by the following safeguards:

5.3.2.1.1 Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.

5.3.2.1.2 Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

5.3.2.1.3 Sanitize media (e.g., overwrite) before external release or disposal.

5.3.2.1.4 Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.

5.3.2.1.5 Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

5.3.2.1.6 Transmit e-mail, text messages, and similar communications using technology and processes that provide the

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best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

5.3.2.1.7 Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

5.3.2.1.8 Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

5.3.2.1.9 Provide protection against computer network intrusions and data exfiltration, minimally including the following:

- (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
- (2) Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
- (3) Prompt application of security-relevant software patches, service packs, and hot fixes.

5.3.2.1.10 As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

5.3.2.1.11 Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

5.3.2.2 Compliance

The contractor shall include in their quality processes procedures that are compliant with information security requirements.

6.0 SECURITY

6.1 ORGANIZATION

In addition to meeting the security requirements in contract clause C-313, the contractor shall have an operational security program in strict compliance with the National Industrial Security Program Operating

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Manual (DoD 5220.22-M) and SSC Atlantic security directives at time of award. Clearance is required to access and handle classified and personal personnel material, attend program meetings, and/or work within restricted areas unescorted.

6.2 FACILITY CLEARANCE

The contractor shall have at the time of Contract Award and prior to commencement of classified work, a TOP SECRET facility clearance.

6.3 PERSONNEL

The Contractor shall conform to the provisions of DOD 5220.22M, SECNAVINST 5510.30, and the Privacy Act of 1974. The Contractor shall employ personnel that possess and can maintain appropriate security clearances at the appropriate level (s). At a minimum, the contractor shall validate that the background information provided by their employees is correct. *Cost to meet these security requirements is not directly chargeable to task order.*

All personnel associated with this contract shall possess a SECRET clearance. Some of the individual task orders issued against this contract shall require personnel having higher clearance levels such as TOP SECRET.

6.3.1 Control of Contractor Personnel

6.3.1.1 Site Security. The contractor shall comply with site security regulations. All persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location. Contractor Personnel located within government spaces shall be subject to Identification and badge requirements are specified under local clause H-323 (Contractor Picture Badge) and H-355 (Contractor Identification).

6.3.1.2 Accessing IT Systems. If contractor personnel require access to any Navy IT system or resource at SSC Atlantic (directly or indirectly), the contractor personnel assigned to the contract shall be required to obtain a Common Access Card (CAC) with Public Key Infrastructure (PKI) for access to Department of Defense facilities and websites. In addition, a hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC, all contractor personnel shall be required to complete the mandatory annual IA training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified Contracting Officer's Representative (COR).

6.3.2 IT Position Categories

In accordance to DoDD 8500.2, SECNAVINST 5510.30, and applicable to unclassified DoD information systems, a designator shall be assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R and SECNAVINST 5510.30, the IT Position categories include:

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- IT-I (Privileged)
- IT-II (Limited Privileged)
- IT-III (Non-Privileged)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. The Contractor PM shall assist the Government Project Manager or COR in determining the appropriate IT Position Category assignment for all contractor personnel. All required SSBI, SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication shall be performed in accordance with DoDD 8500.2 and SECNAVINST 5510.30. IT Position Categories shall be determined based on the following criteria:

6.3.2.1 IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated SSBI or SSBI-PR. The SSBI or SSBI-PR shall be updated a minimum of every 5 years.

6.3.2.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated NAC.

6.3.2.3 IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

6.3.3 Security Training

The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22M.

6.3.4 Disclosure of Information

Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government KO.

6.3.5 Visit Request

Contractor's request for visit authorization shall be submitted to the COR and in accordance with DoD Manual 5220.22M,

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Industrial Security Manual for Safeguarding Classified Information not later than one (1) week prior to visit. For visitation to SPAWARSSYSCEN Atlantic, Charleston, SC, a visit request shall be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR/DOCOR. For visitation to all other govt. locations, Visit Request documentation shall be forwarded directly to the on-site facility's security office (to be identified at task order level) via /copy shall be forwarded to the Task Order COR.

6.4 DATA HANDLING AND USER CONTROLS

6.4.1 Data Handling

At a minimum, the contractor shall handle all data received or generated under this contract as For Official Use Only (FOUO) material. Any classified information received or generated shall be handled in accordance with the attached DD Form 254 and in shall be in compliance with all applicable PWS references and to other applicable Government policies and procedures that include DOD/Navy/SPAWAR.

6.4.2 Effective Use of Controls

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references.

7.0 TRAVEL

7.1 The majority of the work under this contract shall be performed at SSC Atlantic (Contractor and Government facilities). Travel shall be performed in accordance with local contract clause H-350. In support of various tasks, the contractor shall be prepared and required to travel, at a minimum, to the following locations:

- a. SPAWAR Systems Center, Charleston, SC/Norfolk Detachment
- b. SPAWARSSYSCEN, San Diego, CA
- c. Government facilities in Norfolk, VA
- d. Government facilities in Honolulu, HI
- e. Contractor facilities as required
- f. Other government facilities as directed

Note: Travel specifically to Iraq or Afghanistan shall not be performed under this contract.

7.2 The contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Within 1 week following award, in support of Hawaii and Alaska travel requirements, the contractor shall submit OCONUS Deployment Reports (CDRL A008). Contractor employees who deploy to locations that require immunizations shall do so in accordance with Department of Defense Instruction (DoDI) 6205.4, Department of the Navy (DON), and Space and Naval Warfare Systems Center Atlantic Instruction (SPAWARSSYSCENLANTINST) 12910.1.

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7.3 Work to be performed at Specified Mission Destinations, as defined in the latest SSC LANT OCONUS Deployment Guide (see reference \$), is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is necessary, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC LANT OCONUS Deployment Guide.

7.4 Travel estimated to be performed under this task order is as follows:

Destination	# of Trips	# of Days each
San Deigo	6	5
Hawaii	6	15
NTAMS PAC	6	30
Charleston Support to Norfolk, VA	9	10

Synchronized Predeployment & Operational Tracker: In the event it is necessary for contractor personnel to travel in performance of this contract/order, and should it be necessary for the Government to furnish services to such personnel or provide access to Government facilities, the contractor shall initiate a Letter of Authorization (LOA) for each prospective traveler. The contractor shall use the Synchronized Predeployment & Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When on official travel and when it is in the Government's interest, the contractor may also initiate an LOA request when it desires to take advantage of travel discount rates in accordance with Government contracts and/or agreements. It is noted that all privileges, services, and travel rate discount access is subject to availability and vendor acceptance.

8.0 GOVERNMENT FACILITIES

As specified in each Task order, Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. All Contractor personnel with supplied government facilities shall be located at SSC Atlantic in Charleston, SC and Norfolk detachment.. Note: *The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

9.0 CONTRACTOR FACILITIES

N/A

10.0 GOVERNMENT FURNISHED PROPERTY

In accordance to FAR 45.102, all government furnished property shall be specified in the base contract (see clause 5252.245-9201) or specifically in individual task orders. Contractors shall not take receipt or transfer custody of any government property without having contractual authority and having the proper paperwork – Requisition and Invoice/Shipping Document (DD1149). The contractor is responsible for internally tracking all equipment, material, tools, equipment, and “facilities” (i.e., government owned computer). All items tracked shall reference the contract number, the relevant task order, and the completion date of each task order. The contractor shall be responsible for notifying the Project Engineer and the contracting officer within one week

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after the occurrence if any government furnished property is missing, stolen, or recovered. In accordance with FAR 52.245-1, Contract shall promptly furnish a written narrative of all incidents of loss, damage, destruction or theft to the government. Failure to disclose lost or stolen property within the allotted timeframe shall make the contractor ultimately responsible for its immediate replacement. Unless otherwise directed, disposition of government property shall be in accordance to local contract clause C-314. When not specified, all government property shall be returned to the designated government representative upon completion of each task order. Final reporting shall be part of TO Closeout Report (CDRL A002).

Proper procedures for accepting government property shall be followed. Providing GFP through other means places the government at risk in areas such as contractor liability and government accountability. Both government and contractor personnel are responsible for following proper GFP procedures; otherwise, serious consequences may result. Non-compliance with the contract's GFP terms and conditions shall be considered in the CPARS assessment process.

11.0 SAFETY ISSUES

The Contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The Contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. It is the Contractor's sole responsibility to make certain that all safety requirements are met and are documented as part of their quality management system. For performance of work at government facilities, the Contractor shall adhere to local clause C-324 Occupational Safety and Health Requirements. Contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the Contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

12.0 SMALL BUSINESS PARTICIPATION GOALS

N/A

ITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including TOP SECRET.

In addition to the requirements of the FAR 52.2042 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 294199022.

C-315 WORKWEEK (DEC 1999)

(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 SPAWAR Systems Center Atlantic and its Detachments is Monday through Friday 0730 to 1600. 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

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

(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-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (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.

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

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(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).

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

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 on the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

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

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

- a. Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a crossreference list should be provided in the offeror's proposal identifying the difference.
- b. The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ

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of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

c. If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

d. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

e. Higher education (Masters / PhD degrees) above a labor category's minimum degree requirement can be credited as years of experience (1 for 1 - years of college for years of experience) as long as the higher degree is within the same required field of study as the minimum degree required.

Personnel Qualifications

1. Engineer/Scientist 4 - (Senior Netcool Engineer) - Key

Education: B.S. Degree in Electrical Engineering, Computer Science, Computer Engineering or related discipline. Software Engineer only: Working towards the following certifications within one and a half year of assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), Netcool Certification, ITIL Foundation Certification).

Experience: Ten (10) years of experience in communication technologies, to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of C4ISR requirements. Five (5) years of technical experience in support of operational support, fault management, performance management, configuration management and provisioning systems. Demonstrated competency in developing and articulating business, functional and technical requirements for enterprise systems. Demonstrated competency in design and implementation of enterprise environments that require the business integration of network management tools such as Micromuse, InfoVista, Visionael, HP OpenView, Remedy, Concord, BMC, and SMARTS. Demonstrated competency in supporting programs and scripts in Perl, shell script, or equivalent languages. Demonstrated competency in UNIX (Sun, HP, IBM, Linux) and Microsoft Windows NT infrastructures. Demonstrated application of Java, HTML, XML, and other Internetbased programming languages and methods in configuring and administering OSS. Demonstrated application of the SQL language, and database applications such as Oracle, Sybase, MySQL, and SQL Server in OSS deployments.

Strong preference for: Netcool Certification & SPAWAR PWC-790 ENMS design, configuration, testing trouble shooting and support

2. Subject Matter Expert 3 (Sr. Network Netcool) - Key

Education: Technical Training in Communication Technology with an emphasis in Operational Support Systems to include performance, fault, configuration, and provision management

Experience: Twelve (12) years of hands-on experience with Communication System Implementation Projects or B.S. Degree in Relevant Field plus (+) 8 years hands on experience in Operation Support System Implementation and/or Network Management System Projects to include three (3) of the following seven (7) areas: Systems Requirements, Operational Requirements, Test & Evaluation, Training, Operational Support, Operational Support Systems Implementation, Network Management Implementation. Demonstrated competency in developing and articulating business, functional, and technical requirements for enterprise systems. Demonstrated competency in design and implementation of enterprise environments that require the business integration of network management tools such as Micromuse, Info Vista, Visionael, HP Open View, Remedy, Concord, BMC, and SMARTS. Demonstrated competency in supporting programs and scripts in Perl, shell script, or equivalent languages. Demonstrated competency in UNIX (Sun, HP, IBM, Linux) and Microsoft Windows NT infrastructures. Demonstrated application of Java, HTML, XML, and other Internet-based programming languages and methods in configuring and administering OSS. Demonstrated application of the SQL language, and database applications such as Oracle, Sybase, MySQL, and SQL Server in OSS deployments.

Strong preference for: Netcool Certification & SPAWAR PWC-790 ENMS design, configuration, testing trouble shooting and support

3. Subject Matter Expert 1 (Network Netcool)

Education: Technical Training in Communication Technology with an emphasis in Operational Support Systems to include performance, fault, configuration, and provision management

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Experience: Eight years of hands-on experience with Communication System Implementation Projects or B.S. Degree in Relevant Field plus (+) 1 years hands on experience in Operation Support System Implementation and/or Network Management System Projects to include three (3) of the following seven (7) areas: Systems Requirements, Operational Requirements, Test & Evaluation, Training, Operational Support, Operational Support Systems Implementation, Network Management Implementation. Demonstrated competency in developing and articulating business, functional, and technical requirements for enterprise systems. Demonstrated competency in design and implementation of enterprise environments that require the business integration of network management tools such as Micromuse, InfoVista, Visionael, HP OpenView, Remedy, Concord, BMC, and SMARTS. Demonstrated competency in supporting programs and scripts in Perl, shell script, or equivalent languages. Demonstrated competency in UNIX (Sun, HP, IBM, Linux) and Microsoft Windows NT infrastructures. Demonstrated application of Java, HTML, XML, and other Internetbased programming languages and methods in configuring and administering OSS. Demonstrated application of the SQL language, and database applications such as Oracle, Sybase, MySQL, and SQL Server in OSS deployments.

4. Subject Matter Expert 2 (Sr. ITIL) - Key

Education: Technical Training in IT Service Management (ITSM) and Information Technology Infrastructure Library (ITIL)

Experience: Ten (10) years of hands-on experience with Federal/DoD Industrial Engineering and Process Improvement Projects in three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, Training. Specific requirements include: Certified ITIL Practioner Trainer, ITIL Practioner Certification.

Strong preference for: ITIL/ITSM consulting experience within PMW-790, ISO/IEC 20000 Consultant Certification, Project Management Professional Certification, ITIL Service Manager Certification, ITSM based Service Desk management, Malcolm Balderidge Criteria Examiner, Six Sigma Greenbelt Certification, 2+ years experience in NCTAM LANT program management oversight, Graduate and undergraduate degrees in System Engineering or Engineering Management, IF21 Networks for Managers Certification, 5+ years experience in NetOps, ForceNet and Global Information Grid service support.

5. Subject Matter Expert 1 (ITIL)

Education: Technical Training in IT Service Management (ITSM) and Information Technology Infrastructure Library (ITIL)

Experience: Eight (8) years of hands-on experience with Federal/DoD Industrial Engineering, Process Improvement and IT system deployment projects in three (3) of the following four (4) areas: systems Requirements, Operational Requirements, Test & Evaluation, Training. Specific requirements include: ITIL Foundation Certification.

Strong preference for: ITIL Practioner Certification, BS/BA in Information Systems, Industrial Engineering, Operations Research, Decision Sciences or related field, 1+ year supporting process improvement projects initiatives similar to those defined in the PWS.

6. Management Analyst 3

Education: Bachelor's degree in Business, Finance, or other related field

Experience: Six (6) years Contract Management experience, to include: Development of Program Acquisition Documentation, Development of Testing Criteria, Development of Corrective Action Systems, Development of Program Monitoring Approach (e.g. PERT, CPM, EVM), Analysis of Programs Health, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Comprehensive knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

C-325 KEY PERSONNEL

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

(b) The offeror agrees that during the first sixty (60) days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial sixty (60) day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

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

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approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME CONTRACT LABOR CATEGORY

Charles M. Woodlief, Jr.	Engineering/Scientist 4 (Senior Netcool Engineer)
Vernon Nelson	Subject Matter Expert 3 (Sr. Network Netcool)
Brian Pirnik	Subject Matter Expert 3 (Sr. Network Netcool)
Fredrick Wyer	Subject Matter Expert 2 (Sr. ITIL)
Charles Mitchell	Subject Matter Expert 2 (Sr. ITIL)

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SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

Packaging and Marking shall be in accordance with Section D of the SeaPorte Multiple Award IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

E-303 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

CLIN - DELIVERIES OR PERFORMANCE

Base year CLINs:

4101: 08/31/2011-12/29/2011

6101: 08/31/2011-12/29/2011

Option Year CLINs:

4102: 12/30/2011-12/29/2012

6102: 12/30/2011-12/29/2012

4103: 12/30/2012-12/29/2013

6103: 12/30/2012-12/29/2013

4104: 12/30/2013-12/29/2014

6104: 12/30/2013-12/29/2014

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

F-303 PERIODS OF PERFORMANCE

The above periods of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract".

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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SECTION G CONTRACT ADMINISTRATION DATA

The Task Order Manager (TOM) for this task order is:

Mark Azura, Code 55580

Building 166, Floor 1

Portsmouth, VA 23072

mark.auza@navy.mil

757-541-5216

The SPAWAR Ombudsman for this Task Order is:

Name: Robert Meddick

Code: 8.8

Address: PO Box 190022, N. Charleston, SC 29419

Phone: (843) 218-5115

Email: robert.meddick@navy.mil

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Performance Based, Cost-Plus-Fixed-Fee type task order.

G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

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

(b) The vendor shall have their CAGE Code activated by calling 1866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1 800-559-9293.

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

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

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

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Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2101A DCMA BALTIMORE
DCAA Auditor	Code 06141 DCAA BALTIMORE
Service Approver	Code S2101A DCMA BALTIMORE
Pay by	Code HQ0338 DFAS COLUMBUS

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause 5252.232-9206, 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). 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.

Accounting Data	Amount
SLINID PR Number	
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410101 1300211022	
LLA :	
AA 1711804 5T6M 252 00039 0 050120 2D 000000 A00000788237	
NWA/BS: BS-001411.0202030104	
TASK 3.2 ENMS ISEA SUPPORT	
410102 1300211022	
LLA :	
AB 1711804 5T6M 252 00039 0 050120 2D 000000 A10000788237	
NWA/BS: BS-001411.0202030142	
TASK 3.2 ENMS ISEA SUPPORT	
610101 1300211022	
LLA :	
AA 1711804 5T6M 252 00039 0 050120 2D 000000 A00000788237	
NWA/DS: BS-001411.0202030142	
ODCS	

BASE Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(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 (if applicable), 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 B and/or 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 252.2327003, 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-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

(1) Contract number

(2) Date, time, and place of proposed travel

(3) Purpose of travel and how it relates to the contract

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(4) Contractor's estimated cost of travel

(5) Name(s) of individual(s) traveling and;

(6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.20546, which is incorporated by reference into this contract. As specified in FAR 31.20546(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.20546(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on day of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.2167 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

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(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from

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residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial,

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

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

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

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

(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

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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.

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in 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 9.5052, 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.

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

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

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

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

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

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

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.

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-13 CONTRACTOR BUSINESS ETHICS AND CONDUCT (DEC 2008)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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 REVISION 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 THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE CONTRACT.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract 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 years.

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SECTION J LIST OF ATTACHMENTS

Attachment 3: QASP/CDAD

Attachment 1: Contract Data Requirements List

Attachment 2 : DD254 Award