

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 02-Feb-2009	4. REQUISITION/PURCHASE REQ. NO. N66001-09-MR-55784		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 andrea.eckenrode@navy.mil 619-553-5283	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Computer Sciences Corporation 1201 M. Street SE, Suite 400 Washington DC 20003	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030-7N03		
CAGE CODE 8X463	FACILITY CODE 112373324	[X]	10B. DATED (SEE ITEM 13) 01-Aug-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[REDACTED]		[REDACTED]	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[REDACTED] (Signature of person authorized to sign)	[REDACTED]	B† [REDACTED] (Signature of Contracting Officer)	[REDACTED]

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GENERAL INFORMATION

The purpose of this modification is to realign hours and funds originally allocated for option year four and move them to option year one.

Accordingly, said Task Order modification will increase the total hours for Option Year one by [REDACTED] from [REDACTED] 7 to [REDACTED]; this modification will decrease the hours for Option Year four by [REDACTED] from [REDACTED] to [REDACTED].

[REDACTED] will be transferred from the total of Option Year four and re-allocated to Option Year one. This will increase the total dollar value for Option Year one from [REDACTED] to [REDACTED]. This will decrease the total dollar value for Option Year four from [REDACTED] to [REDACTED]. There is no increase in the total dollar value of the overall order.

1. The Contract Line Items listed in Section B change as follows:

CLIN / FROM / BY / TO

[REDACTED] (Value and Funded Amount)

CLIN 4005 (Value)

COST [REDACTED]
 FEE [REDACTED]
 CFFF [REDACTED]

2. In Clause B-2, Fee Determination and Payment (Level of Effort), is changed as follows:

-In paragraph (a), Total Estimated Hours associated with base period and all option periods is reduced by [REDACTED], from [REDACTED] to [REDACTED].

- In paragraph (d), Payment of Fee, fee per hour associated with CLIN 1002 has increased by [REDACTED] from [REDACTED] to [REDACTED]. fee per hour associated with CLIN 4005 has decreased by [REDACTED] from [REDACTED] to [REDACTED].

3. As a result of this modification, the total amount of the funds obligated to this task order is increased by [REDACTED] from [REDACTED].

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	Base Year: Labor for RDT&E Network Infrastructure Services Support in accordance with the Performance Work Statement and Contract Data Requirements List (CDRL) (OTHER)	1.0 Lot	██████████	██████████	██████████
1002	Option Year 1: Labor for RDT&E Network Infrastructure Services Support in accordance with the Performance Work Statement and Contract Data Requirements List (CDRL) (OTHER)	1.0 Lot	██████████	██████████	██████████

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	Base Year: Travel (non-fee bearing) (OTHER)	1.0 Lot	██████████
3002	Option Year 1: Travel (non-fee bearing) (OTHER)	1.0 Lot	██████████

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4003	Option Year 2: Labor for RDT&E Network Infrastructure Services Support in accordance with the Performance Work Statement and Contract Data	1.0 Lot	██████████	██████████	██████████

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Requirements List
(CDRL) (OTHER)
Option

4004	Option Year 3: Labor for RDT&E Network Infrastructure Services Support in accordance with the Performance Work Statement and Contract Data Requirements List (CDRL) (OTHER) Option	1.0 Lot	██████████	██████████	██████████
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4005	Option Year 4: Labor for RDT&E Network Infrastructure Services Support in accordance with the Performance Work Statement and Contract Data Requirements List (CDRL) (OTHER) Option	1.0 Lot	██████████	██████████	██████████
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6003	Option Year 2: Travel (non-fee bearing) (OTHER) Option	1.0 Lot	██████████
6004	Option Year 3: Travel (non-fee bearing) (OTHER) Option	1.0 Lot	██████████
6005	Option Year 4: Travel (non-fee bearing) (OTHER) Option	1.0 Lot	██████████

B-1 ADDITIONAL SLINS

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

B-2 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,

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vacation and other excused absence hours) estimated to be expended under this task order for the base period and all option periods is [REDACTED] hours. The [REDACTED] direct labor hours include 0 uncompensated overtime labor hours.

(b) Computation of Fee.

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

(c) Modifications.

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

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

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate [REDACTED] per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

1.0 INTRODUCTION

The Space and Naval Warfare Systems Center, San Diego, (SSC SD) Information Technology (IT) and Business Systems Division, Code 214, has a requirement for technical services to support the computing infrastructure of the Corporate Business and Research, Development, Test and Evaluation (RDT&E) Networks.

2.0 BACKGROUND

SSC SD is involved in: maintaining a Corporate Business Applications environment, evaluating and validating new technologies, conducting exploratory research, documenting procedures for implementation as projects go into production, and a wide variety of research and communications requirements. The RDT&E network is a complex network of computing and communications systems and software supporting a scientific user community that relies on available and stable access to timely information. Included in the overall network environment is the Secret Wide Area Network (SWAN), which provides local secure (Secret) network connectivity. The RDT&E environment provides enterprise solutions and services that are not currently provided by and are outside the framework of the Navy Marine Corps Intranet (NMCI). The Corporate Business Applications network is a complex set of computing systems and software supporting our administrative user community that relies on available and stable access to timely information. The Corporate Business Applications network will be migrated to the NMCI network.

3.0 SCOPE

This is a performance based service acquisition to provide technical and engineering services for the purpose of maintaining a current technology RDT&E network infrastructure supporting 130+ Research & Development labs and a Corporate Business environment that supports the SPAWAR Systems Command and SSC SD. Support includes, at a minimum: the definition of network system development and integration requirements; network security operations; information assurance; database management and system administration in support of network operations and network configuration management; network monitoring and statistical analysis; Web development; subject matter experts for on-site engineering/technical support for systems and infrastructure; task and project-level tracking, analysis, and reporting; configuration management; and system support for both on-site and off-site users. All data shall be generated on government computers and Websites with Government access.

The IT and Business Systems Division is responsible for sustainment of the Corporate Business Systems. The support includes: System Administration and Management, IAVA compliance reporting, Anti-virus management, configuration planning, Integration testing and problem solving, consultation with vendors, Web development and management, Public Key Enablement strategies, database management, Local Registration Authority (LRA) interfacing, liaison to NMCI for file shares access, Server reduction strategies, and Applications helpdesk requests.

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4.0 APPLICABLE DOCUMENTS

None.

5.0 PERFORMANCE REQUIREMENTS

5.1 Corporate Business and RDT&E Infrastructure Services

5.1.1 The contractor shall furnish all labor and materials necessary to provide day-to-day operational support for the Corporate Business and RDT&E network environments. Support includes, as a minimum, hardware/software installation, firmware upgrades, network enhancements, integration, analysis, testing, troubleshooting of network operating systems (NOS) and network services, asset management, and use of enterprise network management tools to monitor and analyze network performance. Selected Key personnel supporting network operations will be required to be accessible on a 24/7 basis.

5.1.2 The contractor shall contribute technical expertise in the deployment of policies and procedures for the deployment of new network releases to the SSC SD user community.

5.1.3 The contractor shall analyze and investigate new Commercial-off-The-Shelf (COTS) hardware and software products and integrate their application into the network environment.

5.1.4 The contractor shall perform network support consisting of network monitoring and analysis using network management tools. The contractor shall perform methodical fault isolation, detection, maintenance, troubleshooting, database management, and network control development. The contractor shall develop metrics that illustrate network performance and reliability.

5.1.5 The contractor shall perform web server administration for existing Public and Restricted websites.

5.1.6 The contractor shall provide engineering support in the design of network architectures and connectivity.

5.1.7 The contractor shall support Windows and Unix systems by defining user requirements and integrating these requirements during the design, installation, and integration.

5.1.8 The contractor shall analyze other RDT&E network technologies such as Voice Over IP, Video Over IP, streaming video, and network security technologies.

5.1.9 The contractor shall perform technical and administrative support for infrastructure and services including Microsoft Windows, Microsoft Exchange, and Unix. This shall include the management of account creation and administration of user accounts in Microsoft Windows NT, and Microsoft Exchange for both local and remote Windows users, and validation of functionality and setup of user email accounts and email routing, including MS Exchange, Unix and Lotus Notes.

5.1.10 The contractor shall perform system programming for servers supporting SPAWAR Command Internet (NCI) email, Internet Information Services, and network access. The contractor shall ensure system availability in the development and maintenance of a variety of languages (e.g., Visual Basic, C, C++, Perl, Java, HTML).

5.1.11 The contractor shall provide information related to the development of project procedures and standards by analyzing project and resource requirements. The results of these

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analyses shall also be documented in a management plan to define the strategic goals and objectives of the network. The Contractor shall attend seminars, technology expos, conferences, and coordinate efforts with SPAWAR personnel at various sites around the country.

5.1.12 The contractor shall perform technical, administrative, and management support to the RDT&E Network and Business Systems Help Desk Operations. This shall include the implementation and maintenance of help desk software; trouble call tracking and resolution utilizing Remedy; escalation management; and statistical reporting and analysis of help desk operations.

5.1.13 The contractor shall provide limited orientation training, via telephone and/or email, to the end user in operation, maintenance, integration concepts, interoperability principles, and use of local and commercial applications within the defined network.

5.2 RDT&E System Administration Support

5.2.1 The contractor shall provide system administrators that have current SPAWAR Level 2/3 certifications.

5.2.2 The contractor shall develop and maintain network and server systems consisting of programming network operating systems (Windows, Linux, Unix) in the area of network control technology.

5.2.3 The contractor shall analyze network data, Windows and UNIX operating environments, and operating systems interfacing to build a network control system (with supporting databases) to provide network and server management at SSCSD. Programming languages and software tools used shall include, but not be limited to: Visual Basic; C; C++; CAD; Perl; Java; HTML; spreadsheets and respective platforms; and Lotus, Oracle, Sybase, MS-SQL, and Access databases.

5.2.4 The contractor shall perform technical support for the SPAWAR implementation of Public Key Infrastructure (PKI) and Lightweight Directory Access Protocol (LDAP) network services. Services provided shall include Host and User registration services for computer systems and computer users under SSCSD cognizance and remote entities within the DoD Registration activities. The contractor shall serve as the SPAWAR Local Registration Authority (LRA) for PKI for non-NMCI user accounts. In support of these services, contractor shall be responsible for generating and maintaining software tools and utilities.

5.2.5 The contractor shall perform systems security programming to facilitate detection and tracking of unauthorized attempts to access SSC SD systems.

5.3 Corporate Business Applications System Administration Support

5.3.1 The contractor shall provide system administrators that have current SPAWAR Level 2/3 certifications.

5.3.2 The contractor shall develop and maintain network and server systems consisting of programming network operating systems (Windows, Linux, Unix) in the area of network control technology.

5.3.3 The contractor shall analyze network data, Windows and UNIX operating environments, and operating systems interfacing to build a network control system (with supporting databases) to provide network and server management at SSCSD. Programming languages and software

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tools used shall include, but not be limited to: Visual Basic; C; C++; CAD; Perl; Java; HTML; CA/Concord E-Health, spreadsheets and respective platforms; and Lotus, Oracle, Sybase, MS-SQL, and Access databases.

5.3.4 The contractor shall perform systems security programming to facilitate detection and tracking of unauthorized attempts to access SSC SD systems.

5.3.5 Headquarters Interagency Systems Support Agreement (ISSA.) The contractor shall provide engineering and technical support for applications development with the following services:

- Develop current and future state models of the business, information, application, technical and other architecture components.**
- Develop and review documents and other deliverables in support of the ISSA.**
- Implement strategies, plans and efforts in support of the ISSA.**
- Current areas of applications support include: SAP R3 BASIS; SAP R3 External Interfaces; VMWare; Domino; Apache Web Server; Citrix; AutoCad; Oracle Collaboration Suite; Oracle Application Suite, Oracle Balanced Scorecard; WebMethods; Remedy; Standard Procurement System; Primavera; Documentum;**

5.3.6 Corporate Business Applications. Additional applications supported include: ConWrite; Application Extender; SAP Portal; and WebMethods Business Adapter.

5.3.7 The contractor shall provide engineering and technical support for application migration to the NMCI network.

5.3.8 The contractor shall provide technical and administrative support services to integrate, test, and resolve NMCI service and infrastructure support problems and interface with other SSC SD IT support representatives to develop solutions. This support shall include Service Center accounts reconciliation; monitoring, maintenance, and data input to the NET and MAC databases; ad hoc queries and reports; analysis and maintenance of billing information; and system administration for passwords and storage allocation; and project management support.

5.4 RDT&E Network Security Support

5.4.1 The contractor shall review and evaluate the security posture of computer system configurations, identify deficiencies, and identify actions needed to correct the deficiencies.

5.4.2 The contractor shall install and operate securing tools and install security-related applications, operating system patches and/or updates.

5.4.3 The contractor shall assist in performing computer penetration testing to assess the vulnerabilities of new and/or existing computing systems.

5.4.4 The contractor shall perform security help desk support functions such as user support, distribution of approved operating system updates, Information Security (InfoSec) training, implement network security patches, anti-viral profile updates, and security notifications.

5.4.5 The contractor shall contribute to the implementation and review of network security policies and procedures. The contractor shall review Information Assurance (IA) procedures to include gathering IA metrics, tracking compliance with mandated policies and provide

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recommendations for mitigation of IA deficiencies.

5.5 World Wide Web (WWW) Support

5.5.1 The contractor shall use Web tools, techniques, languages, and technologies to support S&T related applications and data queries and data access applications.

5.5.2 The contractor shall use HTML, World Wide Web authoring tools, and tools to support WWW applications.

5.5.3 The contractor shall perform user training in support of Web pages.

5.5.4 The contractor shall provide analysis, requirements definition, design, and development support for web-based knowledge management efforts in support of the Center's Project Management Council (PMC).

5.6 Muster System Support

5.6.1 The contractor shall maintain a phone based call-in mustering system for personnel at the Center and remote sites, to be used during periods of heightened security. The mustering system shall include an 800 number utilizing a unique ID number and status code. The vendor shall collect the muster information and instantaneously update a database with the information along with a time and date stamp. The muster system shall be capable of processing 5000 calls within a 45 minute time period, provide that data via a query mechanism for adhoc reporting by the government, and clear the database for the next incoming set of calls the following day.

5.6.2 The contractor shall conduct technical studies and make recommendations to migrate the current SSC SD Voice Muster system from its present vendor-controlled state to a capability owned and controlled by the Government. The contractor shall conduct analysis and report findings on system architecture and concept of operations of the SSC SD telephone voice muster system. Topics may include ownership and location of a toll-free telephone number; the supporting IT infrastructure including database servers, applications, and redundancy; compilation of muster data; and other topics as appropriate.

5.7 Acceptable Quality Level and Surveillance Method

The government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with FAR52.246-5 title "Inspection of Services – Cost Reimbursement.

6.0 DELIVERABLES

Data deliverables shall be submitted as specified in the attached CDRL, DD1423.

7.0 GOVERNMENT FURNISHED PROPERTY

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

8.0 SECURITY

Personnel assigned to this task will require a SECRET clearance. Contractors will need to be COMSEC briefed for possible access to COMSEC information.

9.0 DATA ACCESS

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

10.0 TECHNICAL POINT OF CONTACT

Task Order Manager: [REDACTED]

Technical Point of Contact: [REDACTED]

C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

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

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.
- b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process

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which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including SECRET.

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

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

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

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SPAWARSSYSCEN San Diego off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal

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SPAWARSYSCEN San Diego hours are maintained both weeks.

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

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

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

(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).

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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 365 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 365 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

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

(d) List of Key Personnel

John Luedke, CSC, Sr Systems Engineer
Al Cassedy, CSC, Network Architect
Taryn Clement, CSC, Sr Programmer Analyst
Kevin McGuire, SAIC, Sr Network Engineer
Bill Barr, SAIC, Sr Systems Engineer
Paul Plummer, VPSI, Sr Systems Engineer

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

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

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SECTION D PACKAGING AND MARKING

D-1 MARKING OF SHIPMENT (DEC 1999)(SPA WAR D-308)

SHIP TO:

Receiving Officer, Code 229
SPAWARSYSCEN San Diego
53560 Hull Street
San Diego, CA 92152-5410

MARK FOR:

Contract #: N00178-04-D-4030
Order #: 7N03
CLIN #:
Attn: Code 214

The receiving office is open for deliveries Monday through Thursday, from 7:30 am to 4:30 pm.

D-305 PREPARATION FOR DELIVERY (MAR 1999)

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 01 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN(S) PERIOD(S) OF PERFORMANCE

1001 - 01 August 2007 - 31 July 2008

3001 - 01 August 2007 - 31 July 2008

1002 - 01 August 2008 - 31 July 2009

3002 - 01 August 2008 - 31 July 2009

4003 Date of exercised option - 12 Months following date of exercised option

6003 Date of exercised option - 12 Months following date of exercised option

4004 Date of exercised option - 12 Months following date of exercised option

6004 Date of exercised option - 12 Months following date of exercised option

4005 Date of exercised option - 12 Months following date of exercised option

6005 Date of exercised option - 12 Months following date of exercised option

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

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

This is a Cost Plus Fixed Fee task order.

G-4 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 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

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

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

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N66001
Admin DODAAC:	DD1155 Block 7
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
**LPO DODAAC:	DD1155 Block 14
PAY DODAAC:	DD1155 Block 15

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

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Name: TAMMY SANCHEZ
Code: SPAWARSYSCEN, San Diego Code 220
Address: 53560 Hull St., San Diego CA 92152-5001
Phone: (619) 553-3200
E-Mail: tammy.sanchez@navy.mil

G-6 TASK ORDER MANAGER

Name: Eric J. Hendrix
Code: 21402
Address: 53605 Hull St - Bldg A33, Room 2216, San Diego, CA 92152
Phone: (619) 553-2403

G-100 ACCOUNTING AND APPROPRIATION DATA

WBS Breakdown (as a percentage) of this obligation (CLIN 1001 & CLIN 3001) is as follows:

ERP Item 01 WBS S-00027-ON:NSC
ERP Item 02 WBS G-00047-ON:ISSA
ERP Item 03 WBS S-00027-ON:SYSM
ERP Item 04 WBS G-00047-ON:SYSM
ERP Item 05 WBS G-00050-ON:OSC5
ERP Item 06 WBS G-00047-ON:CSSM
ERP Item 07 WBS G-00058-ON:CS5
ERP Item 08 WBS S-00027-ON:NMSP
ERP Item 09 WBS G-0047-ON:ACNO
ERP Item 10 WBS S-00027-ON:REG
ERP Item 11 WBS G-00047-ON:REG
ERP Item 12 WBS S-00027-ON:LAN
ERP Item 13 WBS S-00027-ON:CSSM
ERP Item 14 WBS G-00047-ON:NSLB
ERP Item 15 WBS G-00047-ON:TECH
ERP Item 16 WBS G-00047-ON:DMS
ERP Item 17 WBS S-00027-ON:COSW
ERP Item 18 WBS S-00027-ON:NSAM



ERP Item 21 WBS S-00027-ON:NSC
ERP Item 22 WBS G-00047-ON:ISSA
ERP Item 23 WBS S-00027-ON:SYSM
ERP Item 24 WBS G-00047-ON:SYSM
ERP Item 25 WBS G-0050-ON:OSC5
ERP Item 26 WBS G-00047-ON:CSSM
ERP Item 27 WBS G-00058-ON:CS5
ERP Item 28 WBS S-00027-ON:NMSP
ERP Item 29 WBS G-00047-ON:ACNO
ERP Item 30 WBS S-00027-ON:REG
ERP Item 31 WBS G-00047-ON:REG
ERP Item 32 WBS S-00027-ON:LAN



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ERP Item 33 WBS S-00027-ON:CSSM [REDACTED] %
ERP Item 34 WBS G-00047-ON:NSLB [REDACTED]
ERP Item 35 WBS G-00047-ON:TECH [REDACTED]
ERP Item 36 WBS G-00047-ON:DMS [REDACTED]
ERP Item 37 WBS S-00027-ON:COSW [REDACTED]
ERP Item 38 WBS S-00027-ON:NSAM [REDACTED]

ERP Item 39 WBS S-00027-ON:NSC [REDACTED]
ERP Item 40 WBS G-00047-ON:ISSA [REDACTED]
ERP Item 41 WBS S-00027-ON:SYSM [REDACTED]
ERP Item 42 WBS G-00047-ON:SYSM [REDACTED]
ERP Item 43 WBS G-00050-ON:OSC5 [REDACTED]
ERP Item 44 WBS G-00047-ON:CSSM [REDACTED]
ERP Item 45 WBS G-00058-ON:CS5 [REDACTED]
ERP Item 46 WBS S-00027-ON:NMSP [REDACTED]
ERP Item 47 WBS G-00047-ON:ACNO [REDACTED]
ERP Item 48 WBS S-00027-ON:REG [REDACTED]
ERP Item 49 WBS G-00047-ON:REG [REDACTED]
ERP Item 50 WBS S-00027-ON:LAN [REDACTED]
ERP Item 51 WBS S-00027-ON:CSSM [REDACTED]
ERP Item 52 WBS G-00047-ON:NSLB [REDACTED]
ERP Item 53 WBS G-00047-ON:TECH [REDACTED]
ERP Item 54 WBS G-00047-ON:DMS [REDACTED]
ERP Item 55 WBS S-00027-ON:COSW [REDACTED]
ERP Item 56 WBS S-00027-ON:NSAM [REDACTED]

WBS Breakdown (as a percentage) of this obligation (CLIN 1002 & CLIN 3002) is as follows:

ERP Item 01 WBS S-00027-ON:NSC [REDACTED]
ERP Item 02 WBS G-00047-ON:ISSA [REDACTED]
ERP Item 03 WBS S-00027-ON:HD [REDACTED]
ERP Item 04 WBS G-00047-ON:SYSM [REDACTED]
ERP Item 05 WBS S-00027-ON:SYSM [REDACTED]
ERP Item 06 WBS G-00050-ON:OSC5 [REDACTED]
ERP Item 07 WBS G-00058-ON:CS1 [REDACTED]
ERP Item 08 WBS S-00027-ON:NMSP [REDACTED]
ERP Item 09 WBS G-00047-ON:CSSM [REDACTED]
ERP Item 10 WBS S-00027-ON:REG [REDACTED]
ERP Item 11 WBS G-00047-ON:REG [REDACTED]
ERP Item 12 WBS S-00027-ON:CSSM [REDACTED]
ERP Item 13 WBS S-00027-ON:LAN [REDACTED]
ERP Item 14 WBS G-00047-ON:DMS [REDACTED]
ERP Item 15 WBS G-00047-ON:TECH [REDACTED]
ERP Item 16 WBS S-00027-ON:COSW [REDACTED]
ERP Item 17 WBS S-00027-ON:NSAM [REDACTED]

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Accounting Data

SLINID	PR Number	Amount
1001	2000016289	[REDACTED]
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016289AA		
3001	2000016289	[REDACTED]
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016289AA		

MOD 2

1001	2000016289	[REDACTED]
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016289AA		
3001	2000016289	[REDACTED]
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016289AA		

MOD 3

1002	2000018101	[REDACTED]
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000 2000018101AB		
3002	2000018101	[REDACTED]
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000 2000018101AB		

MOD 4

1002	2000018101	[REDACTED]
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000 2000018101AB		

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

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

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

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

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

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject

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inventions, disclosed in any patents or pending patent applications in which the Contractor has:

- (a) any title, right or interest; and
- (b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:
 - (a) patent or pending patent application number;
 - (b) title of the patent or pending patent application;
 - (c) issue date of the patent, or filing date of the pending patent application;
 - (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
 - (e) the nature of the Contractor's right, title or interest in the background invention;
 - (f) if the Government or any third part has any right, title or interest in the background invention; and
 - (g) if the Contractor is willing to sell the Government a license to practice the background invention.

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

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

H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

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

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of the picture badge request.

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

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

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

H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

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

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

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

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

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

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

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

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

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

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

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DATA

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

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

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This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

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

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government

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of the Contractor's performance of this contract created pursuant to FAR 42.15.

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

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

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

H-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

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SECTION I CONTRACT CLAUSES

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD Form 1423, Contract Data Requirements List

Attachment 2 - DD Form 254, Contract Security Classification Specification