

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4024	2. DELIVERY ORDER NO. V701	3. EFFECTIVE DATE 09/27/2006	4. PURCHASE REQUEST NO. N65236-06-NR-55728
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5. ISSUED BY SPAWAR SSC Charleston Jacqueline M Luna 028JL P.O. BOX 190022 North Charleston, SC 29419-9022 jackie.luna@navy.mil 843-218-5959 Ext.	CODE N65236	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS, VA 20109-2342	CODE S2404A
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7. CONTRACTOR Booz Allen Hamilton, Inc 8283 Greensboro Drive McLean, VA 22102	CODE 17038	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	CODE HQ0338
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Booz Allen Hamilton, Inc

****, Vice President

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA See Section G
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15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Jacqueline M Luna	09/27/2006	22. TOTAL \$
		CONTRACTING/ORDERING OFFICER	

SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

GENERAL INFORMATION

This task order is subject to the FAR clause 52.232-18 “Availability of Funds (Apr 1984)”

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

NOTE: When funding becomes available a modification will be issued to this task order providing the funding information and confirming that funding is available for the commencement of services.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	Base Year - Labor C4 Strategic Program Support (O&MN,N)		1.0 Lot	\$****	\$****	\$****
100101	ACRN:AA For PWS paragraphs 8.1.1 (\$****) 8.1.2 (\$****) FORECENet					
100102	ACRN:AB For PWS paragraphs 8.2.1 (\$****) 8.3.1, 8.3.2, 8.3.4, 8.3.5, 8.3.5.1, 8.3.6 (\$*** N9					
100103	ACRN:AC For PWS paragraph 8.2.2 (\$158,750) N6					
100104	ACRN:AD For PWS paragraph 8.2.1 (\$****)N6					
100105	ACRN:AE For PWS paragraphs 8.1.12, 8.3.1, 8.3.2 and 8.3.5.1 (\$***) For N8					
100106	ACRN:AF For PWS paragraph: 8.3.1, 8.1.2 and 8.3.1 (\$****) 8.1.1, 8.2.1, 8.3.1 and 8.3.5.1 (\$***) N8					
1101	1st Option Year - Labor C4 Strategic Program Support (TBD) Option		1.0 Lot	\$****	\$****	\$****
1201	2nd Option Year - Labor C4 Strategic Program Support (TBD) Option		1.0 Lot	\$****	\$****	\$****
4301	3rd Option Year - Labor C4 Strategic Program Support (TBD) Option		1.0 Lot	\$****	\$****	\$****
4401	4th Option Year - Labor C4		1.0 Lot	\$****	\$****	\$****

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Strategic Program
Support (TBD)
Option

3001	Base Year - Other Direct Cost - Non Fee Bearing (O&MN,N)	1.0 Lot	\$****
300101	ACRN:AA ODCs to support PWS paragraphs: 8.1.1 (\$****) 8.1.2 (\$****) for FORCEnet		
300102	ACRN:AB ODCs to support PWS paragraphs: 8.2.1 (\$****) 8.3.1, 8.3.2, 8.3.4, 8.3.5, 8.3.5.1 and 8.3.6 (\$***) for N9		
300103	ACRN:AC ODCs to support PWS paragraphs: 8.2.2 (\$****)for N6		
300104	ACRN:AD ODCs to support PWS paragraphs: 8.2.1 (\$****) for N6		
300105	ACRN:AE ODCs to support PWS paragraphs: 8.1.12, 8.3.1, 8.3.2 and 8.3.5.1 (\$****) for N8		
300106	ACRN:AF ODCs to support PWS paragraphs: 8.3.1, 8.1.2, 8.3.1 (\$***) 8.1.1, 8.2.1, 8.3.1 and 8.3.5.1 (\$****) for N8		
3101	1st Option Year - Other Direct Cost - Non Fee Bearing (TBD) Option	1.0 Lot	\$****
3201	2nd Option Year - Other Direct Cost - Non Fee Bearing (TBD) Option	1.0 Lot	\$****
6301	3rd Option Year - Other Direct Cost - Non Fee Bearing (TBD) Option	1.0 Lot	\$****
6401	4th Option Year - Other Direct Cost - Non Fee Bearing (OTHER) Option	1.0 Lot	\$****

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: Base Year: \$****; 1st Option Year: \$****; 2nd Option Year: \$****; 3rd Option Year: \$**** and 4th Option Year: \$****. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause, unless waived. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Funds" the fixed fee shall be

redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

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.

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 _____. 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 \$_____ shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF	FUNDS THIS ACTION	PREVIOUS FUNDING	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
	\$	\$	\$	\$	\$

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

SPAWARSYSCEN-Charleston, NETWARCOM C4 Strategic Planning Support

1.0 INTRODUCTION

This Performance Work Statement (PWS) describes the staff level C4 and Strategic Planning support services to be provided to the Naval Network Warfare Command (NETWARCOM).

2.0 BACKGROUND

NETWARCOM's primary mission is to act as the Navy's central operational authority for space, information technology requirements, network and information operations in support of naval forces afloat and ashore; to operate a secure and interoperable naval network that will enable effects-based operations and innovation; to coordinate and assess the Navy operational requirements for and use of network/command and control/information technology/information operations and space; to serve as the operational forces' advocate in the development and fielding of information technology, information operations and space and to perform such other functions and tasks as may be directed by higher authority.

This PWS describes the tasking required to support the command staff level requirements in the areas of C4 Program Management and Strategic Planning. The tasks will support a wide range of mission areas for NETWARCOM, its subordinate commands, Naval, and Joint associates to include but not be limited to NCDOC, NIOC, CFFC, OPNAV, NAVSEA PEOs, TYCOMS, and SYSCOMS.

NETWARCOM requires programmatic support that will facilitate the accomplishment of its many responsibilities. The objective is to have a broad base of industry support that will cover all Subordinate Commands and the staff Directorate's areas of responsibility. With industry support in these areas, the Directorates and staff will be better able to dedicate their time to the management of programs, and the Department of Defense, Department of the Navy, and most importantly, the Warfighter, will realize the benefits by having programs accomplished within program schedules, at or below cost estimates and meet all program quality requirements.

3.0 SCOPE

The objective of this task order is to provide the highest level of programmatic, engineering, and strategic planning expertise and support to NETWARCOM in their efforts to define, implement, and deliver FORCEnet to the fleet. The support will include but not be limited to providing senior Subject Matter Experts in the areas of program management, strategic planning, engineering, architectural design and development, experimentation, test and evaluation, and data collection and analysis.

4.0 PLACE OF PERFORMANCE

The Contractor shall perform the majority of these tasks at Commander, Naval Network Warfare Command (NETWARCOM), 2465 Guadalcanal Road, NAB Little Creek, Bldg 1265, Norfolk, Va. 23521. Also tasks may be performed at other government sites, contractor facilities, and when deemed necessary during travel in support of designated activities.

5.0 APPLICABLE DIRECTIVES/REFERENCES

The Contractor shall adhere to the following documents in accordance with paragraph 5.0 Performance Requirements.

- a. DOD Directive 5220.22M, Industrial Security Manual for Safeguarding Classified Information
- b. OPNAVINST 3430.26 (Series) Implementing Instructions for Information Warfare/Command and Control Warfare.
- c. OPNAVINST 5450.231 (Series) Mission, Functions and Tasks of the Fleet Information Warfare Center.
- d. Fleet Information Warfare Center: Master Plan
- e. Commander Atlantic Division, Naval Facilities Engineering Command: Basic Facilities Review for the

Fleet Information Warfare Center

f. CJCSINST 3170.01B, 15 APR 2001 Requirements Generation System

g. OPNAVINST 3050.23, 5 NOV 01 Alignment and Responsibility of Navy Requirements Generation and Resource Planning

h. OPNAVNOTE Ser N7/1U637140, 5 NOV 01 Alignment and Responsibility of Navy Requirements Generation and Resource Planning

i. OPNAVINST 5239.1B Navy Information Assurance (IA) Program

j. OPNAVINST 2201.2 Navy and Marine Corps Computer Network Incident Response

k. OPNAVINST 3430.23B Tactical Electronic Warfare Reprogrammable Library [EWRL] Support Program

l. Joint Technical Architecture (JTA)

m. CINCLANTFLT/CINCPACFLT Inst. 4790.3, Joint Fleet Maintenance Manual

n. NAVSEA Technical Specification 9090.310D

o. RMMCO Structure Policy

p. CINCLANFLT/CINCPACFLT Inst. 4720.3, Management of Afloat C4I Installs

q. DON CIO Information Technology Standards Guidance 5 APR 99

r. NMCI Red Team CONOP 14 NOV 2001

s. FIWC Red Team SOP 01 and 02 26 MAY 00

t. FIWC NMCI Red Team SOP 01 and 02 14 NOV 01

u. FIWC Defense Information Assurance Red Team Methodology APR 99

v. SECNAVINST 5720.47 DoN Policy for Content of Publicly Accessible WWW Sites

w. DoD Web site administration policies and procedures 25 Nov 1998

x. DoD Web site administration policies and procedures amendment 26 Apr 2001

6.0 SECURITY

Contractor's request for visit authorization shall be submitted in accordance with DoD Manual 5220.22M (Industrial Security Manual for Safeguarding Classified Information) not later than one (1) week prior to visit. Request shall be forwarded via Naval Network Warfare Command (NNWC), 2465 Guadalcanal Rd, Norfolk, VA. 23421-3228, Attn: Security Office, for certification of need to know by the specified COR/TOM. DD-254 of the basic contract applies.

The level of security required for personnel assigned to this tasking shall be SECRET.

7.0 COR DESIGNATION/TASK ORDER MANAGER

The Task Order Manager (TOM) for this contract is Mr. Jeff Brisendine, 757-445-1177, e-mail jeffery.brisendine@navy.mil.

The Technical Point of Contact for this contract is Ms. Cora Hancock (NETWARCOM), (757) 417-6775 x8, e-mail: corazon.hancock@navy.mil.

8.0 PERFORMANCE REQUIREMENTS

The identified tasks are to be completed and delivered in accordance with the requirements stated in each task. The Contractor shall provide the necessary timely assistance to meeting program emergent requirements as requested by the Program Manager or other properly designated authority.

All required written documentation, reports, briefing materials, viewgraphs, studies, meeting minutes, and other materials as described below shall be submitted in the requested format, without spelling, grammatical, or calculation errors and in accordance with the directives listed in Section 5.0 Applicable Directives/Documents where appropriate.

8.1 Subject Matter Experts (SME):

8.1.1 FORCENet Support:

The contractor shall assist the government in assessing and analyzing FORCENet naval capabilities and related mission capabilities requirements through technical, engineering, and analytical support. Tasks shall include but not be limited to, providing assistance to the Commander and supporting staff by providing technical and subject matter expert support for the following: FORCENet Capability Based Assessments (CBA): Provide FORCENET analysis and integration support for the planning and execution of FORCENet CBA; Naval capability and mission capability requirements analysis; Assessments to support Fleet War fighting recommendations for I systems, training and architecture development. Analyze FORCENet systems against CBA MHQ with MOC requirements. Analysis and assessments are conducted in coordination with SPAWAR, Fleet Staffs, Department of the Navy Staffs, United States Marine Corps and other commands as required. Accompanying these assessments are support efforts including evaluation of mission capability interfaces, architectures integration and incorporation of multiple analysis and reports into summary documents, and provide planning and policy support. Provide NETWARCOM commander and subordinate division organizations subject matter expertise in building or evaluating: Command processes Community concerns Operating doctrines. Specific deliverables shall be described in detail in each Delivery/Task Order.

8.1.2 Senior Analyst Support

Provide senior analyst and technical support staff to assist NETWARCOM in solving or completing tasks. This includes, but is not limited to, consolidation of related analyses to create comprehensive, cohesive NETWARCOM products. It may also include coordination with appropriate commands and organizations in the development of automated, collaborative tools to support FORCENet, Networks, COTP and ISR requirements assessments. Senior analyst support may include the use of a strategic planning center and may also entail data collection and briefing support in off-site locations as required by task coordinator to facilitate orientation of providers and consumers of FORCENet capability and other I capability analyses. Associated deliverables will be coordinated between NETWARCOM and the contractor as necessary to support NETWARCOM requirements.

8.2 Engineering Services:

8.2.1 C4 Technical Support:

The contractor shall support the government by serving as the C4I lead Technical analyst for Sea Trial Experimentation, oversee, manage, and execute the FORCENet Innovation Continuum (experimentation, M&S, war gaming, workshops, prototypes, POR accelerations) IAW FORCENet capability requirements and Fleet priorities for FORCENet. The contractor may be required to participate in all planning and coordination meetings supporting the FORCENet Innovation Continuum, coordinate scheduling and objectives of FORCENet events, and IO activities with Navy/Marine Corps operational units, NFCs, MEFs, and FLT CDRs. The contractor will participate in all Sea Trial process planning and coordination meetings; maintain relevant information on FORCENet events within the Sea Trial Information Management System (STIMS), coordinate with the FORCENet Warfare Innovation Development Team (WIDT), oversee analysis and assessment FORCENet events within the Sea Trial process, support the analysis and assessment of non-FORCENet Sea Trial events where NETWARCOM is a Supporting Commander, support the FORCENet Sea Trial Working Group, participate in Sea Trial Collaborative Teams, evaluate emerging information technologies, which have potential for enhanced war fighting effectiveness or operational utility in the naval operations, maintain awareness of emerging information technologies, maintain a linkage with ONR/NRL and SYSCOM labs for technical development of relevant emerging technologies, participate in SYSCOM technology review boards, plan, coordinate, and execute chartered pilots of promising technologies that may contribute to FORCENet or provide near-term satisfaction to a Fleet operational need, participate in relevant Sea Strike, Sea Shield, and Sea Basing planning events that require NETWARCOM support for FORCENet in event objectives, coordinate resources, as required, to act as the FORCENet Supporting Commander to Sea Strike, Sea Shield, and Sea Basing events, assess FORCENet Innovation Continuum events and FORCENet Sea Trial events for operational relevance to doctrine/CONOPS/TTP, NCP/MCP/PPBS, and Program of Record technology roadmaps.

8.2.2 Operational Architecture Support:

The contractor shall provide engineering and technical support for development of Department of Defense Architecture Framework (DODAF) compliant Integrated Architectures in support of NETWARCOM's requirements. The contractor shall be required to provide expert level support to make technical assessments and recommendations on components of the integrated FORCENet architecture to enhance interoperability

within the Navy, the Joint, and Allied / Coalition communities. The contractor shall provide coordination / liaison with a wide range of organizations / activities required for architecture development to include but not be limited to SPAWAR, MCCDC, MCSC, OPNAV, ASN RDA CHENG, other Services, and JFCOM. The contractor shall be required to conduct evaluations and provide recommendations for current and emergent FORCENet architecture issues, conduct analyses and assessments of FORCENet and Enterprise Network integration, and upon approval of the analyses and assessments by the Navy, provide implementation support. The contractor shall be required to provide expert level support for drafting, review, analysis, and assessment of FORCENet / Sea Power 21 related documentation. The contractor shall be required to support the preparation of architecture products for representation by an automated tool for incorporation and comparison with the FORCENet Operational Views in an architecture repository, Conduct reviews of the FORCENet certification criteria and mechanisms to assist in establishment of a FORCENet certification procedure, and provide analysis of emerging Navy, Naval and Joint Command and Control related documents to include concepts, Initial Capability Documents (ICDs) and Capstone Requirements Documents (CRDs).

8.3 FORCENet Innovation, Experimentation, and Strategic Support:

8.3.1 Coordination of NETWARCOM priorities with key Stakeholders:

The contractor shall provide support to the Fleet Collaborative Team (FCT) tasking will include but not be limited to development of Sea Power Pillar Issue Papers (USW SME), FCT Skills Directory development, implementation, planning and management, ASW Improvement Program Coordination of FORCENet priorities, Joint Forces Command coordination, Knowledge Advantage initiatives coordination, Undersea Warfare issues development, Coordinate with OPNAV, Type Commanders (TYCOMs) and Systems Commands ion with (SYSCOMs) to ensure appropriate integration of FORCENet technologies and best practices and support U.S. Fleet Forces Command (FFC) in the identification of FORCENet priorities.

8.3.2 FORCENet Innovation Coordination Tasking:

The contractor shall maintain awareness of emerging information technologies; provide an evaluation of those, which may have potential for enhanced war fighting effectiveness or operational utility in the naval operations. Review potential systems, operations, external communication needs, evaluate all configuration and design issues, including capacity, speed, data storage, communications, and performance; analyze ability to meet the needs of future changes in programs, staffing, and organizations, coordinate all planning activities with the NETWARCOM Headquarters/component staff to ensure standard configurations, software; processes, and systems needed maintain consistency with ISO standards. The contractor shall maintain a linkage with NPS, ONR/NRL, Navy TENCAP, SYSCOM and Cebrowski Institute for an understanding of relevant emerging technologies. Coordinate NETWARCOM Innovation Review Board to assess emerging technologies worthy of conducting a pilot on an operational unit, plan, coordinate, and execute chartered pilots of promising technologies that may contribute to FORCENet or provide near-term satisfaction to a Fleet operational need. Participate in SYSCOM technology review boards. The contractor shall maintain a database of FORCENet initiatives contributing to the development of FORCENet capability.

8.3.4 Innovation Coordination Tasking:

The contractor shall be required to serve as lead Technical Analyst for all FN related Sea Trial experimentation including Trident Warrior experimentation, oversee, manage, and execute the FORCENet Innovation Continuum (experimentation, Modeling & Simulation, war gaming, workshops, prototypes, POR accelerations) IAW FORCENet capability requirements and Fleet priorities, maintain data bases as required, participate in all planning and coordination meetings supporting the FORCENet Innovation Continuum, coordinate scheduling and objectives of all FORCENet experimentation events with Navy/Marine Corps operational units, NFCs, MEFs, FLT CDRs. The contractor shall also coordinate with other activities for incorporation of relevant disciplines for experimentation, plan, coordinate, and execute experimentation events, serve as the Fleet's Project Coordinator and Supported Commander for applicable events within the established Sea Trial and Trident Warrior processes. The contractor shall maintain relevant information on events within the Sea Trial Information Management System (STIMS), coordinate with the FORCENet Warfare Innovation Development Team (WIDT), oversee analysis and assessment of FORCENet experimentation events within the Sea Trial and Trident Warrior processes, support the analysis and assessment of non-FORCENet Sea Trial events where NETWARCOM is a Supporting Commander. Maintain a database of FORCENet candidate technologies (EDISON) contributing to the development of FORCENet/IO capabilities

8.3.5 Future Plans Tasking:

The contractor shall develop and maintain a two-year Experimentation Master Plan for FORCEnet, develop an estimated experimentation budget to support the long-range experimentation program, develop and maintain a program plan of action and milestones to support the long-range experimentation program, conduct detailed planning for out-year Trident Warrior and Sea Trial experiments to include objectives, experimental initiatives, forces, funding and schedules, coordinate experiment plan briefings quarterly, coordinate experiment initiatives for Trident Warrior with the FORCEnet virtual SYSCOM (SPAWAR), maintain a master experiment status database on all experiments and support NETWARCOM in budget development to support current and out year exercise requirements.

8.3.5.1 Future Plans and Concept Development:

The contractor shall be required to research and identify emerging DoD and Joint Net Centric concept initiatives and coordinate development of supporting FORCEnet concepts and sub-concepts that support identification of future requirements, development of operating architectures and support experimentation, coordinate development of FORCEnet operational, functional and enabling concepts with FORCEnet Stakeholders, develop and maintain a program plan of action and milestones to support concept development initiatives, coordinate concept briefings for Flag audiences, coordinate concept development efforts with the Sea Trial Execution Plan for FORCEnet to ensure integration of concepts and experimentation initiatives, coordinate with the Naval War College to develop and execute an annual FORCEnet War-game to explore and examine emerging FORCEnet concept initiatives within Naval, Joint and Coalition environments. Develop supporting game objectives, coordinate the execution and participate in the post game analysis and report out of results, maintain a master library of DoD, Joint and Naval documentation pertaining to Net Centric Warfare and FORCEnet, to include but not be limited to concepts, directives, operating concepts, concepts of operations, capstone requirements documents (CRD), operational requirements documents (ORD), white papers, reports and industry studies.

8.3.6 Experimentation Coordination:

The contractor shall be required to coordinate and participate in the development of Military Utility Assessments (MUA), as tasked by CFFC, on completed Sea Trial and Trident Warrior events, coordinate the activities of the FORCEnet Fleet Collaborative Teams (FCTs) in support of the development and execution of the FORCEnet Experiment Plan (XPLAN), manage and maintain the FORCEnet portion of the Sea Trial Initiatives Management System (STIMS), lead the coordination effort with the FCTs and NWDC for the FORCEnet portion of the Sea Trial Concept Development and Experimentation Plan. The contractor shall develop the FORCEnet experiment plan briefings for the Sea Trial Executive Steering Group (ST ESG) quarterly, coordinate experiment initiatives for the two-year plan, assist in the development and planning for the Trident Warrior series with the FORCEnet virtual SYSCOM (SPAWAR), FCTs and appropriate Fleet Commanders, and identify and develop appropriate issue papers for OPNAV's POM or PR to support exercise funding cycles.

ORGANIZATIONAL CONFLICT OF INTEREST (OCI) ACCESS TO OTHER CONTRACTOR'S PROPRIETARY DATA

In order to perform the tasks specified in this PWS, the Prime Contractor (or Subcontractor) will need access to other companies' proprietary data.

The Contractor agrees that it will not accept nor allow its subcontractor(s) to accept proprietary data until it or its applicable subcontractor(s) (i) execute the agreement set forth in paragraph (b) of the Special Contract Requirement entitled "H-1 Organizational Conflict of Interest" incorporated in Section H of the contract and (ii) furnishes a copy of such agreement to the Contracting Officer.

9.0 GOVERNMENT FURNISHED INFORMATION

None

10.0 GOVERNMENT FURNISHED MATERIAL

None

11.0 GOVERNMENT FURNISHED EQUIPMENT

Contractors required to be physically located in NETWARCOM facilities will be provided an NMCI seat and all associated hardware/software that will be needed to complete above described tasks.

12.0 CONTRACTOR FURNISHED MATERIAL

The contractor is responsible for acquiring and delivering all material required to complete all tasks described in this PWS. The contractor is responsible for the proper disposal of all removed material.

13.0 CONTRACTOR FURNISHED EQUIPMENT

The contractor is responsible for acquiring and delivering all equipment required to complete all tasks described in this PWS. The contractor is responsible for the proper disposal of all removed equipment.

14.0 TRAVEL REQUIREMENTS

Travel is authorized and will be reimbursed IAW the JTR. When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email, to the Technical Point of Contact (TPOC) and or the Task Order Manager (TOM) seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval. Failure to gain prior approval may result in disallowance of invoiced travel claims. The itemized trips are provided as an aid to the estimate processes only.

Itemize trips # of trips # Days # People

Washington, DC area 10-15 3 9

Hawaii 2 5 9

Monterey, CA 2 3 5

San Diego, CA 4 4 9

Newport, RI 2 4 9

15.0 DELIVERABLES

The Contractor shall provide the deliverables listed below (See Attachment 1 - Contract Data Requirements List DD1423). Deliverables shall be prepared in contractor format where not otherwise specified by the government.

Ms. Cora Hancock (NETWARCOM), (757) 417-6775 x8, e-mail: corazon.hancock@navy.mil, mailing address:

NETWARCOM

2465 Guadalcanal Road

NAB Little Creek, Bldg. 1265

Norfolk, VA 23521-3228

REQUIREMENT	DUE DATE
Monthly Status Report	NLT 10th of each month
Trip Reports	NLT 15 days after return
Project POA&M	NLT 30 after specific tasking
Budget Analysis and reports	As directed
Feasibility Study Analysis Report	As directed
Trend Analysis	As directed
Strategic Management Plans	As directed
Project/Exercise Analysis Reports	As Directed
Status Briefings and Reports	As Directed
Initial capabilities Documents (ICD)	As Directed
Operations Architecture Views	As Directed
Capstone Requirements Documents (CRD)	As Directed

C-313 SECURITY 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 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 Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

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 Charleston 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

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-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 SeaPort-e contract in accordance with the Award Term provisions contained therein.

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 SeaPort-e Multiple Award IDIQ contract.

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.

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1001	10/1/2006 - 9/30/2007
3001	10/1/2006 - 9/30/2007

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

1101	10/1/2007 - 9/30/2008
1201	10/1/2008 - 9/30/2009
3101	10/1/2007 - 9/30/2008
3201	10/1/2008 - 9/30/2009
4301	10/1/2009 - 9/30/2010
4401	10/1/2010 - 9/30/2011
6301	10/1/2009 - 9/30/2010
6401	10/1/2010 - 9/30/2011

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.

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
100101		****
LLA : AA SUBJECT TO THE AVAILABILITY OF FUNDS ACRN:AA REQN: N65236-7275-010 JON: NMUKTX7500 DOC: N6923507WX010SH/AA PWS paragraphs: 8.1.1 (\$****) AND 8.1.2 (\$****)FORCEnet		
100102		****
LLA : AB SUBJECT TO THE AVAILABILITY OF FUNDS ACRN:AB REQN: N65236-7275-C011 JON: NMUKTX7400 DOC: N6923507WX009SH/AA PWS paragraphs 8.2.1 (\$****) 8.3.1, 8.3.2, 8.3.4, 8.3.5, 8.3.5.1, 8.3.6 (\$****) N9		
100103		****
LLA : AC SUBJECT TO THE AVAILABILITY OF FUNDS ACRN:AC REQN: N65236-7275-C012 JON: NMUKTX7K00 DOC: N6923507WX026SH/AA PWS paragraph 8.2.2 (\$****) For N6		
100104		****
LLA : AD SUBJECT TO THE AVAILABILITY OF FUNDS ACRN:AD REQN: N65236-7275-C013 JON: NMUKTX7C00 DOC: N6923507WX018SH/AA PWS paragraph 8.2.1 (\$****) For N6		
100105		****
LLA : AE SUBJECT TO THE AVAILABILITY OF FUNDS ACRN:AE REQN: N65236-7275-C014 JON: NMUKTX7G00 DOC: N6923507WX008SH/AA PWS paragraphs 8.1.12, 8.3.1, 8.3.2 and 8.3.5.1 (\$****) N8		
100106		****
LLA : AF SUBJECT TO THE AVAILABILITY OF FUNDS ACRN:AF REQN: N65236-7275-C015 JON: NMUKTX7300 DOC: N6923507WX008SH/AA PWS paragraphs:8.3.1, 8.1.2 and 8.3.1 (\$****) and 8.1.1, 8.2.1, 8.3.1 and 8.3.5.1 (\$****) N8		
300101		****
LLA : AA SUBJECT TO THE AVAILABILITY OF FUNDS ACRN:AA REQN: N65236-7275-010 JON: NMUKTX7500 DOC: N6923507WX010SH/AA PWS paragraphs: 8.1.1 (\$****) AND 8.1.2 (\$****)FORCEnet		
300102		****
LLA : AB SUBJECT TO THE AVAILABILITY OF FUNDS ACRN:AB REQN: N65236-7275-C011 JON: NMUKTX7400 DOC: N6923507WX009SH/AA PWS paragraphs 8.2.1 (\$****) 8.3.1, 8.3.2, 8.3.4, 8.3.5, 8.3.5.1, 8.3.6 (\$****) N9		
300103		****
LLA : AC SUBJECT TO THE AVAILABILITY OF FUNDS		

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ACRN:AC
 REQ: N65236-7275-C012
 JON: NMUKTX7K00
 DOC: N6923507WX026SH/AA
 PWS paragraph 8.2.2 (\$****)N6

300104 ****
 LLA :
 AD SUBJECT TO THE AVAILABILITY OF FUNDS
 ACRN:AD
 REQ: N65236-7275-C013
 JON: NMUKTX7C00
 DOC: N6923507WX018SH/AA
 PWS paragraph 8.2.1 (\$****) For N6

300105 ****
 LLA :
 AE SUBJECT TO THE AVAILABILITY OF FUNDS
 ACRN:AE
 REQ: N65236-7275-C014
 JON: NMUKTX7G00
 DOC: N6923507WX008SH/AA
 PWS paragraphs
 8.1.12, 8.3.1, 8.3.2 and 8.3.5.1 (\$****) N8

300106 ****
 LLA :
 AF SUBJECT TO THE AVAILABILITY OF FUNDS
 ACRN:AF
 REQ: N65236-7275-C015
 JON: NMUKTX7300
 DOC: N6923507WX008SH/AA
 PWS paragraphs: 8.3.1, 8.1.2 and 8.3.1 (\$****)& 8.1.1, 8.2.1, 8.3.1 and 8.3.5.1 (\$****) N8

Task Order Manager
 Jeffery A Brisendine, 846
 9456 Fourth St
 Norfolk, VA 23511
 jeffery.brisendine@navy.mil
 757-445-1177

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Kristine Penninger
 Code: 02B
 Address: PO Box 190022, N. Charleston, SC 29419
 Phone: (843) 218-5916
 Email: kristine.penninger@navy.mil

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

G-317 INVOICING INSTRUCTIONS

(a) Invoice submission shall be in accordance with Clause H-5 of the basic contract, entitled "Submission of Invoices".

(b) The contractor shall electronically submit invoices using the Wide Area Workflow (WAWF) web site located at <https://wawf.eb.mil>. Depending on the contractor's "direct submit authority" given by Defense Contract Audit Agency (DCAA), the invoice will either be approved by DCAA or submitted directly to Defense Finance Accounting Service (DFAS) for payment.

(c) The following WAWF grid is provided to assist vendors in entering mandatory data into WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2404A (DCMA VIRGINIA)
DCAA Auditor	Code HAA47F (DCAA Fairfax Branch Office)
Service Approver	Code S2404A (DCMA VIRGINIA)
Pay by	Code HQ0338 (DFAS Columbus Center, South Entitlement Operations)

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.

SECTION H SPECIAL CONTRACT REQUIREMENTS

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 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-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, 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 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.

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.

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 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (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.

SECTION I CONTRACT CLAUSES

FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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

- (a) The Government may extend the term of this task order 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 task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five years.

SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD 1423, Contract Data Requirements List

Attachment 2- DD254 Contract Security Requirement Classification