

DELIVERY ORDER										FINAL			
1. CONTRACT NO. N00178-04-D-4067			2. DELIVERY ORDER NO. NS06			3. EFFECTIVE DATE 10/01/2007			4. PURCHASE REQUEST NO. N00039-07-NR-55399				
5. ISSUED BY CODE N00039  SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 ernest.fagan@navy.mil 619-524-7181						6. ADMINISTERED BY CODE S0514A  DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241							
7. CONTRACTOR CODE 1BGW9  INDUS Technology, Inc 2243 San Diego Ave San Diego CA 92110						FACILITY		8. DELIVERY DATE  See Section F					
								9. CLOSING DATE/TIME  (hours local time – Block 5 issuing office) SET ASIDE TYPE					
								10. MAIL INVOICES TO  See Section G					
11. SHIP TO  See Section D						12. PAYMENT WILL BE MADE BY CODE HQ0339  DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381							
13. TYPE OF ORDER		D		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.							
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.													
INDUS Technology, Inc						Jerry Loubek							
NAME OF CONTRACTOR						SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G													
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES				17. QUANTITY ORDERED/ACCEPTED*		18. UNIT		19. UNIT PRICE		20. AMOUNT	
See the Following Pages													
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						21. UNITED STATES OF AMERICA  By: Stephen Beckner						22. TOTAL	
						09/28/2007							
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											

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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	PMW 790 Engineering, Logistics, Installation, Integration, Planning and Requirements Support Services (TBD)	1.0 Lot		
100101	ACRN AA Incremental funding			
100102	ACRN AB Incremental funding			
100103	ACRN AC Incremental funding			
100104	ACRN AD Incremental funding			
100105	ACRN AE Incremental funding			
100106	ACRN AF Incremental funding			
100107	ACRN AG Incremental funding			
100108	ACRN AH Incremental funding			
100109	ACRN AJ Incremental funding			

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100110 ACRN AK  
Incremental  
funding

1101 PMW 790 1.0 Lot  
Engineering,  
Logistics,  
Installation,  
Integration,  
Planning and  
Requirements  
Support Services  
(TBD)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3001	Other Direct Costs for CLIN 1001 (TBD)	1.0 Lot
300101	ACRN AA Incremental Funding	
300102	ACRN AB Incremental Funding	
300103	ACRN AC Incremental Funding	
300104	ACRN AD Incremental Funding	
300105	ACRN AE Incremental Funding	
300106	ACRN AF Incremental Funding	
300107	ACRN AG Incremental Funding	
300108	ACRN AH Incremental Funding	

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300109 ACRN AJ  
Incremental  
Funding

300110 ACRN AK  
Incremental  
Funding

3101 Other Direct 1.0 Lot  
Costs for CLIN  
1101 (TBD)  
Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4201	PMW 790 Engineering, Logistics, Installation, Integration, Planning and Requirements Support Services (TBD) Option	1.0 Lot			
4301	PMW 790 Engineering, Logistics, Installation, Integration, Planning and Requirements Support Services (TBD) Option	1.0 Lot			
4401	PMW 790 Engineering, Logistics, Installation, Integration, Planning and Requirements Support Services (TBD) Option	1.0 Lot			

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6201	Other Direct Costs for CLIN 4201 (TBD) Option	1.0 Lot	

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6301	Other Direct Costs for CLIN 4301 (TBD) Option	1.0 Lot
6401	Other Direct Costs for CLIN 4401 (TBD) Option	1.0 Lot

## **B-1 ADDITIONAL SLINS**

The Contracting Officer may insert additional informational subline items (SLINs) to accommodate multiple funding types.

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

(a) Total Estimated Hours.

The estimated number of direct labor hours (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) to be expended under this task order is:

### CLIN / DIRECT LABOR HOURS

1001 /  
1101 /  
4201 /  
4301 /  
4401 /

The estimated number of direct labor hours set forth above includes the following estimated number of uncompensated overtime labor hours:

### CLIN / UNCOMPENSATED OVERTIME HOURS

1001 /  
1101 /  
4201 /  
4301 /  
4401 /

(b) Computation of Fee.

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

(c) Modifications.

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If the Contracting Officer determines, for any reason, to adjust the estimated number of direct labor 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 hours to determine a new payment of fee rate (applicable to the additional hours only). If the payment of fee rate for the additional hours is different from the payment of fee rate for the original hours, the additional hours shall be kept separate from the original hours.

The Contracting Officer may increase the estimated cost of the task order due to cost overruns (no additional hours required). Such increase in estimated cost is non-fee bearing.

(d) Payment of Fee.

The Government will pay the contractor a fixed fee on each direct labor hour performed by the Contractor or subcontractor at the rate of:

CLIN / FIXED-FEE RATE PER HOUR

1001 /  
1101 /  
4201 /  
4301 /  
4401 /

per direct labor hour invoiced by the Contractor subject to the basic contract's "Fixed Fee" clause, provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \_\_\_\_\_, whichever is less. 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 FAR clause 52.232-20, Limitation of Cost, or FAR clause 52.232-22, Limitation of Funds, 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.

**B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)**

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

(b) The amounts presently available and allotted to this task for payment of fee are as follows:

ITEM(S) / ALLOTTED TO FIXED FEE

1001 /

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(c) The amounts presently available and allotted to this contract for payment of cost and the period of performance which the allotted amount is expected to cover are as follows:

ITEM(S) / ALLOTTED TO COST / PERIOD OF PERFORMANCE

1001 / / 01 October 2007 through 15 November 2007

3001 / / 01 October 2007 through 15 November 2007

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-2 QUALITY ASSURANCE PLAN

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

(b) Performance Standards:

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

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

1. 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.
2. 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 (c) 1 above.

(d) Remedy

1. If the annual performance evaluation indicates that the Contractor has not met one or more of the Performance Standards, the CPAR will reflect the negative evaluation for the applicable Performance Standards.
2. This is a significant negative remedy as the CPAR is a key part of the performance monitoring process 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.



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

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

In addition to the requirements of FAR clause 52.204-2, Security Requirements, 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 DODINST 5220.22M, National Industry Security Program Operating Manual, and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

### **C-4 WORKWEEK (DEC 1999) (SPAWAR C-315)**

(a) All or a portion of the effort under this task order will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. The Contractor shall perform work at this Government installation within the normal workweek unless differing hours are specified by the Task Order Manager. 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
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.

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(d) This task order 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 Contracting Officer. Under federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal workweek.

**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 and 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 Contractor 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 Contractor employees performing work under this contract, and shall ensure that Contractor employees are notified of these provisions prior to their assignment to work under this task order.

(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.

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## **C-7 KEY PERSONNEL REQUIREMENTS**

(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 180 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period all proposed substitutions must be submitted in writing to the Contracting Officer at least 15 days (30 days if a security clearance is to be obtained) in advance of the proposed substitutions. Substitution requests shall provide the information required by paragraph (c) below.

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

(d) List of Key Personnel

LABOR CATEGORY / NAME / COMPANY

(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 task order, the Contracting Officer may terminate the task order for default or otherwise equitable adjust the task order to compensate the Government for any resultant delay, loss or damage.

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## **SECTION D PACKAGING AND MARKING**

### **D-1 SHIP TO INFORMATION**

See Section G – Task Order Manager

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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)

The periods of performance for the following firm items are estimated at:

#### BASE PERIOD:

CLIN	Period of Performance
1001	10/01/2007 - 09/30/2008
3001	10/01/2007 - 09/30/2008

The periods of performance for the following option items are estimated at:

#### OPTION 1:

CLIN	Period of Performance
1101	10/01/2008 - 09/30/2009
3101	10/01/2008 - 09/30/2009

#### OPTION 2:

CLIN	Period of Performance
4201	10/01/2009 - 09/30/2010
6201	10/01/2009 - 09/30/2010

#### OPTION 3:

CLIN	Period of Performance
4301	10/01/2010 - 09/30/2011
6301	10/01/2010 - 09/30/2011

#### OPTION 4:

CLIN	Period of Performance
4401	10/01/2011 - 09/30/2012
6401	10/01/2011 - 09/30/2012

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 FAR clause 52.217-8, Option to Extend Services, or FAR clause 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-1 STANDARD MONTHLY STATUS REPORTS**

(a) The Contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15<sup>th</sup> of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website

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

1. Period Covered by Report

2. Significant Accomplishments – Description of the technical progress made during that period.

3. Significant Issues

4. Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.

5. Travel Activity

(c) The Contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

### **G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING**

#### **CLASSIFICATION CITATIONS**

Consistent with task order clause H-1, Segregation of Costs, the Contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The Contractor's invoice shall identify the appropriate contract and task order numbers, and associate work performed to the applicable contract line item number (CLIN), informational subline item number (SLIN) **and** the specific ACRN. Invoices submitted to the paying office that do not comply with this

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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 Wide Area Work Flow. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a cost-plus-fixed-fee task order.

### **G-4 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	N00039
Admin DODAAC:	S0514A
Inspector DODAAC (if applicable)	N00039 ( <a href="mailto:jacqueline.schmitt@navy.mil">jacqueline.schmitt@navy.mil</a> )
Acceptor DODAAC:	N00039 ( <a href="mailto:jacqueline.schmitt@navy.mil">jacqueline.schmitt@navy.mil</a> )
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local	N/A



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Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
PAY DODAAC:	HQ0339

\* COMBO invoice types can be used if an inspection of services can be performed and documented, i.e. FFP.

\*\*MOCAS begins with HQ – then do not need LPO. If beginning with “N”, enter that code number. If not, leave blank.

## **G-5 ACTIVITY OMBUDSMAN**

Name: Ken Kennedy

Code: SPAWAR 02A6

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7393

E-Mail: [ken.kennedy@navy.mil](mailto:ken.kennedy@navy.mil)

## **G-6 TASK ORDER MANAGER AND CONTRACT SPECIALIST**

### Task Order Manager

Name: Jacqueline Schmitt

Code: PMW 790

Address: 4301 Pacific Hwy, San Diego, CA 92110

Phone: (619) 524-7094

E-Mail: [jacqueline.schmitt@navy.mil](mailto:jacqueline.schmitt@navy.mil)

### Contract Specialist

Name: Ernest Fagan

Code: SPAWAR 02A3-F

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Address: 4301 Pacific Hwy, San Diego, CA 92110

Phone: (619) 524-7181

e-mail: [ernest.fagan@navy.mil](mailto:ernest.fagan@navy.mil)

#### Accounting Data

SLINID	PR Number	Amount
-----		
100101		
LLA :		
AA SEE ATTACHED FAD SHEET		
100102		
LLA :		
AB SEE ATTACHED FAD SHEET		
ACRN AB		
100103		
LLA :		
AC SEE ATTACHED FAD SHEET		
ACRN AC		
100104		
LLA :		
AD SEE ATTACHED FAD SHEET		
100105		
LLA :		
AE SEE ATTACHED FAD SHEET		
100106		
LLA :		
AF SEE ATTACHED FAD SHEET		
100107		
LLA :		
AG SEE ATTACHED FAD SHEET		
100108		
LLA :		
AH SEE ATTACHED FAD SHEET		
ACRN AH		
100109		
LLA :		
AJ SEE ATTACHED FAD SHEET		
ACRN AJ		
100110		
LLA :		
AK SEE ATTACHED FAD SHEET		
ACRN AK		
300101		
LLA :		
AA SEE ATTACHED FAD SHEET		
ACRN AA		
300102		
LLA :		
AB SEE ATTACHED FAD SHEET		
ACRN AB		
300103		
LLA :		

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AC SEE ATTACHED FAD SHEET  
ACRN AC

300104  
LLA :  
AD SEE ATTACHED FAD SHEET  
ACRN AD

300105  
LLA :  
AE SEE ATTACHED FAD SHEET  
ACRN AE

300106  
LLA :  
AF SEE ATTACHED FAD SHEET  
ACRN AF

300107  
LLA :  
AG SEE ATTACHED FAD SHEET  
ACRN AG

300108  
LLA :  
AK SEE ATTACHED FAD SHEET  
ACRN AK

300109  
LLA :  
AJ SEE ATTACHED FAD SHEET  
ACRN AJ

300110  
LLA :  
AK SEE ATTACHED FAD SHEET  
ACRN AK

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

### **H-2 DATA RIGHTS**

The Data Rights clause in the basic contract is invoked for this task order.

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

(a) A contractor picture badge may be issued to Contractor personnel by the SPAWARSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the Task Order Manager. A list of personnel requiring picture badges must be provided to the Task Order Manager for verification prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid contractor picture badge and 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.

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(d) At the completion of the contract, the Contractor shall forward to SPAWARSYSCOM 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 task order, 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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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-6 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 task order for default in accordance with FAR clause 52.249-6, Termination (Cost-Reimbursement) (MAY 2004)

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

(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



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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.

## **H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-

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owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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## **SECTION I CONTRACT CLAUSES**

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

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

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

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

### **I-2 CLAUSES INCORPORATED BY REFERENCE**

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement (PWS)

Attachment 2 - CDRL A001 MSR

Attachment 2 – CDRL A001 MSR Appendix B

Attachment 2 – CDRL A001 MSR Appendix C

Attachment 2 - CDRL A001 MSR Appendix A

Attachment 3 - DD254

Attachment 3 - DD254 - IT

Attachment 3 - DD254 - FOUO

Attachment 4 - Financial Accounting Data (FAD) Sheet - Award