

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4131		2. DELIVERY ORDER NO. 7N0302		3. EFFECTIVE DATE ORIG 06/21/2007 MOD 03/25/2008		4. PURCHASE REQUEST NO. N66001-08-MR-65214	
5. ISSUED BY SPAWAR SSC San Diego 53560 Hull Street San Diego CA 92152-5001 curtis.allen1@navy.mil 619-553-6334			CODE N66001	6. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241			CODE S0514A
7. CONTRACTOR SYS Technologies 5050 Murphy Canyon Road San Diego CA 92123			CODE 8A244	FACILITY	8. DELIVERY DATE See Section F		
						9. CLOSING DATE/TIME  (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO  See Section D				12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381			
				CODE HQ0339			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
SYS Technologies				C.E. Vandever			
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: Joseph Vento			22. TOTAL  03/26/2008 CONTRACTING/ORDERING OFFICER	
						\$586,293.96	
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE						
F	DELIVERIES OR PERFORMANCE						
G	CONTRACT ADMINISTRATION DATA						

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 2 of 3
----------------------------------	------------------------------	----------------

## GENERAL INFORMATION

The purpose of this modification is to add additional funding. Accordingly, said Task Order is modified as follows:

### SECTION B - SUPPLIES OR SERVICES AND PRICES

SUBCLIN 100102 is added as follows:

100102 Funding for CLIN 1001      ACRN AA

SUBCLIN 100103 is added as follows:

100103 Funding for CLIN 1001      ACRN AA

Clause B-3 is modified to read as follows:

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 contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

ITEM(S)	ALLOTED TO FIXED FEE
1001	\$ 20,612.47
3001	\$ 0.00

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)	ALLOTED TO COST	PERIOD OF PERFORMANCE
1001	\$ 257,655.53	21 June 2007 - 7 June 2008
3001	\$ 3,000.00	21 June 2007 - 7 June 2008

(d) The parties contemplate that the Government will allot additional amounts to this contract 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.

3. Accounting Data in Section G is modified to read as follows:

#### Accounting Data

SLINID	PR Number	Amount
100101	2000016400	77000.00
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA		
300101		3000.00
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA		

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 3 of 3
----------------------------------	------------------------------	----------------

MOD 1

100102 20000164000004 21912.00

LLA :

AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA

100103 20000164000005 64356.00

LLA :

AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA

MOD 2

100104 20000164000007 115000.00

LLA :

AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$115000.00 from \$166268.00 to \$281268.00.

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 1 of 22
----------------------------------	------------------------------	-----------------

**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	Labor in Support of JTM/CNDE/XCOP in Accordance with the PWS (RDT&E)		1.0 Lot	\$533,605.52	\$42,688.44	\$576,293.96
100101	Funding for CLIN 1001					
100102	Funding for CLIN 1001					
100103	Funding for CLIN 1001					
100104	Funding for CLIN 1001					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
3001	Travel in Support of JTM/CNDE/XCOP in Accordance with the PWS (RDT&E)		1.0 Lot	\$10,000.00
300101	Funding for CLIN 3001			

**B-1 ADDITIONAL SLINS**

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

**B-2 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989) (5252.216-9200)**

FIXED FEE: \$42,688. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to 8 percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. 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.

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

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

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 2 of 22
----------------------------------	------------------------------	-----------------

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

ITEM(S)      ALLOTTED TO FIXED FEE

1001	\$ 20,612.47
3001	\$     0.00

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)      ALLOTTED TO COST      PERIOD OF PERFORMANCE

1001	\$ 257,655.53	21 June 2007 - 7 June 2008
3001	\$   3,000.00	21 June 2007 - 7 June 2008

(d) The parties contemplate that the Government will allot additional amounts to this contract 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.

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 3 of 22
----------------------------------	------------------------------	-----------------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

#### 1.0 INTRODUCTION

The Space and Naval Warfare Systems Center, San Diego (SSC San Diego) is acquiring system and software engineering support services for the eXtensible Common Operational Picture (XCOP) Project including Joint Track Management (JTM) directed experimentation efforts and Consolidated Net-centric Data Environment (CNDE) development and integration.

#### 2.0 BACKGROUND

SSC San Diego is responsible for the development, test, and integration of Navy Command, Control, Communications, Computer, and Intelligence (C4I) systems, and ocean surveillance systems. This work is critical to the direct fulfillment of multi-service military intelligence missions. To supplement its in-house capabilities, SSC San Diego requires contractor expertise in systems engineering, software development, and proof of concept demonstrations in support of the design, development, integration, test and evaluation of mission-critical systems and their supporting technologies. SSC San Diego Code 273 is evaluating the requirements for Service Oriented Architecture (SOA) environments, data models, and the potential use of current commercial technology to support military applications.

The Code 273 technical team is assessing new technological requirements and conducting product trade-off analyses, prototyping and operational experiments to determine suitability and technical issues associated with information management of data from disparate sources, lightweight and flexible metadata-based information frameworks and associated visualization systems for use in C4I applications.

#### 3.0 SCOPE

The intent of this effort is to provide close collaborative engineering efforts between contractor personnel and the in-house development team at SSC San Diego. The contractor shall work closely with SSC San Diego personnel to provide team products.

Within the scope of this effort are systems engineering tasks; system design; system architecture studies; and support for software development. Contractor(s) assigned to this task order will have the necessary skills and experience with SOA system engineering, as well as knowledge and experience in data models, the development of software prototypes and proof of concept demonstrations of the diverse systems involved. This task order will include technology evaluation and evaluation of candidate approaches for support of surveillance programs/systems/networks, and data communications systems. Trade-off studies may be required to provide a basis for the selection of software/firmware and development methods that translate required system improvements into functional system elements.

All tasks identified are team tasks in which the contractor is expected to participate. In particular, the contractor shall:

- Provide system and software engineering design and architecture recommendations.
- Provide prototype development and experimentation technical support for JTM directed experimentation efforts.
- Provide SOA subject matter expertise for Consolidated Net-centric Data Environment (CNDE) development and integration with Consolidated Afloat Networks and Enterprise Services (CANES).

#### 4.0 APPLICABLE DIRECTIVES

No applicable directives are referenced in paragraph 5.0.

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 4 of 22
----------------------------------	------------------------------	-----------------

## 5.0 PERFORMANCE REQUIREMENTS

The contractor shall report progress and shall perform the following.

### 5.1 Systems/Software Engineering/Design/Development (RDTE)

The goal is to produce an implementation of the JTM data fusion frame work on the CANES reference with some or all of the following items to be selected by the government:

- XCOP
- Undersea Warfare Decision Support System (USW DSS) capabilities with bi-directional track exchange
- JTM data model with USW DSS extensions
- Composeable FORCEnet (CFn) visualization
- Fusion capability plug-ins: Quiet Interlude Processing Systems (QUIPS), Nodestar, Multi-Source Tracker and Intelligent Correlator (MSTIC), Predictive Analysis for Naval Deployment Activities (PANDA)
- Dynamic data sources: Track Management System (TMS), Automatic Identification System (AIS), USW DSS Tracks

Systems/Software engineering tasks include the analysis, design, development, installation, test and evaluation, test bed integration, training, and documentation for new software systems. The contractor shall recommend architectures and propose planning and specific approaches to system implementation. Systems/Software engineering shall also include identification and development of interface requirements for various systems. The contractor shall provide requirements analysis, design, and development of software/firmware, technical/user documentation, and test bed integration services for Navy and joint service ocean surveillance, intelligence, and tactical data systems.

The contractor shall:

- 5.1.1 Perform trade-off analysis pertaining to the design and performance of systems, and of modifications and upgrades to systems.
- 5.1.2 Perform studies to determine most effective methods and procedures for systems implementation with minimum operational force disruption.
- 5.1.3 Produce procedures, surveys, and analyses pertaining to the existing and future performance of systems or modifications and upgrades being formulated.
- 5.1.4 Perform design/engineering analysis of new tactical surveillance C4I systems, and modifications and upgrades to existing systems.
- 5.1.5 Perform system concept formulation analysis and feasibility determinations.
- 5.1.6 Develop and document system architecture criteria for new system development and for modification of existing systems.
- 5.1.7 Prepare impact studies related to the addition, deletion, or modification of system requirements.
- 5.1.8 Analyze system requirements, identify system engineering requirements, and perform and document trade-off studies. Provide support for preparation or update, as required, of System/Subsystem Design Document (SSDD), Software Requirements Specification (SRS), Interface Requirements Specification (IRS), and Software Development Plan (SDP). Participate in the conduct of Software Specification

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 5 of 22
----------------------------------	------------------------------	-----------------

Review.

5.1.9 Provide independent analysis, verification and validation of COTS and non-proprietary systems from other developers. Analyze design documentation and test results to verify compliance with system requirements. Review test plans and procedures to verify test conduct will properly validate conformance to requirements. Develop and maintain program master plans and schedules.

5.1.10 Provide technical support for web based information databases, documentation updates and web page design and development.

## 5.2 Prototype Development and Support (RDTE)

The contractor shall provide system engineering and technical expertise to support Code 273 involvement in the Joint Track Management effort for Joint Force Exercise (JEFX) 08, Strike Community of Interest (COI) Pilot demonstration and shall participate in JTM Enterprise Architecture (EA) meetings. This will include integration and test to prove/discard and demonstrate JTM concepts such as:

- JTM data model validity
- Orchestration of data fusion data and processing algorithms
- Standard service interface for “plug and play” correlation algorithms
- CNDE

The contractor shall develop software prototypes and/or proof-of-concept demonstrations, as requested by the government, to evaluate systems, technologies, and candidate approaches for Limited Technical Experiment (LTE) and other exercise support.

The contractor shall:

5.2.1 Fabricate and assemble prototype and advance development data models and prototype subsystem configurations for demonstration tests and early deployment.

5.2.2 Investigate and model software to support systems under development. Evaluate the impacts of such conjectured software on existing hardware and software programs.

5.2.3 Support integration of each prototype into the full systems architecture and provide integration, installation, test and maintenance support for these systems.

5.2.4 Support preparation of drawing packages and/or specifications for integration of each prototype into the full systems architecture.

## 5.3 Technical Expert Support (RDTE)

The contractor shall share lessons learned and provide recommendations for successful information management of data from disparate sources for consumption by fusion algorithms, intelligent agents, etc, and the presentation logic derivable from a lightweight and flexible metadata-based information framework. The contractor shall provide design and architecture recommendations regarding the requirements and capabilities of SOA environments and visualization systems. The contractor shall perform trade-off analyses for visualization systems being formulated.

## 6.0 DELIVERABLES

The contractor shall be required to deliver reports, data, and software/firmware that will be reviewed in accordance with Department of Navy Policy on Digital Product/Technical Data, dated 23 OCT 04” and as specified in the Contract Data Requirements List, DD Form 1423.

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 6 of 22
----------------------------------	------------------------------	-----------------

## 7.0 GOVERNMENT FURNISHED PROPERTY

None

## 8.0 SECURITY

The nature of this task requires access to SECRET and unclassified information in accordance with Attachment 3, DD Form 254, Department of Defense Contract Security Classification Specification.. The work performed by the contractor will include access to SECRET and unclassified data, information, and spaces. The contractor will be required to attend meetings classified at SECRET and unclassified levels.

## 9.0 NAVY MARINE CORPS INTRANET (NMCI)

The nature of this task does not require contractors to procure NMCI seats for personnel working at the contractor site.

## 10.0 BEST PRACTICES

Not applicable

## 11.0 TECHNICAL POINT OF CONTACT

Task Order Manager: Jack Harden, SSC San Diego Code 27301, (619) 553-1735.

Financial Point of Contact: Jack Harden, SSC San Diego Code 27301, (619) 553-1735.

## 12.0 TRAVEL

Four trips, one person to SSC Charleston (meeting duration 3 days)

Two trip, one person to Washington DC (meeting duration 2 days)

## C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 7 of 22
----------------------------------	------------------------------	-----------------

and/or “overall uniformly”.

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

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, 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.

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

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

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, SSC-SD, Code 20351.

C-4 WORK WEEK (SSC-SD) (DEC 1999) (SPAWAR C-316)

(a) A portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN San Diego) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN San Diego unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN San Diego must work during the normal workweek. The 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
Presidents Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 8 of 22
----------------------------------	------------------------------	-----------------

Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 9 of 22
----------------------------------	------------------------------	-----------------

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

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

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

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

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

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

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 10 of 22
----------------------------------	------------------------------	------------------

## **SECTION D PACKAGING AND MARKING**

### **D-1 MARKING OF SHIPMENT (DEC 1999) (SPAWAR D-308)**

Each shipment of material and/or data shall be clearly marked to show the following information:

#### **SHIP TO:**

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

#### **MARK FOR:**

Contract #: N00178-04-D-4131  
Order #: 7N03  
Item #  
Attn: Code 27301

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

### **D-305 PREPARATION FOR DELIVERY (MAR 1999)**

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

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

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 11 of 22
----------------------------------	------------------------------	------------------

## **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.

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 12 of 22
----------------------------------	------------------------------	------------------

## **SECTION F DELIVERABLES OR PERFORMANCE**

F-504 PERIOD OF PERFORMANCE (MAY 1999)

The period of performance for this task order is from date of task order award through 24 months thereafter.

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 13 of 22
----------------------------------	------------------------------	------------------

## SECTION G CONTRACT ADMINISTRATION DATA

### 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). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a cost plus fixed fee task order.

### G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

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

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

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

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

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

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

### G-5 ACTIVITY OMBUDSMAN

The Space and Naval Warfare Systems Center, San Diego Ombudsman for this Task Order is:

Name: TAMMY SANCHEZ  
Code: SPAWARSYSCEN, San Diego Code 220  
Address: 53560 Hull St., San Diego, CA 92152-5001

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 14 of 22
----------------------------------	------------------------------	------------------

Phone: (619) 553-3200  
E-Mail: tammy.sanchez@navy.mil

G-6 TASK ORDER MANAGER

Name: John P Harden  
Code: SPAWARSSYSCEN, San Diego Code 27301  
Address: 53570 Silvergate Ave., San Diego, CA 92152-5180  
Phone: (619) 553-1735  
E-Mail: jack.harden@navy.mil

Accounting Data

SLINID	PR Number	Amount
100101	2000016400	77000.00
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA		

300101		3000.00
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA		

MOD 1

100102	20000164000004	21912.00
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA		

100103	20000164000005	64356.00
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA		

MOD 2

100104	20000164000007	115000.00
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016400AA		

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 15 of 22
----------------------------------	------------------------------	------------------

## 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 (RESTATED FROM BASIC CONTRACT)

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

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

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

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

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 16 of 22
----------------------------------	------------------------------	------------------

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

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:

(a) patent or pending patent application number;

(b) title of the patent or pending patent application;

(c) issue date of the patent, or filing date of the pending patent application;

(d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;

(e) the nature of the Contractor's right, title or interest in the background invention;

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

(g) if the Contractor is willing to sell the Government a license to practice the background invention.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 17 of 22
----------------------------------	------------------------------	------------------

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

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

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

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

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

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

(a) Definition.

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

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

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

(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),

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 18 of 22
----------------------------------	------------------------------	------------------

- (2) Access to confidential business information is restricted to individuals with a bona fide need to possess,
- (3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,
- (4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and
- (5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.
- (g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

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

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 19 of 22
----------------------------------	------------------------------	------------------

- (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 Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

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

**STATEMENT OF NONDISCLOSURE OF PPBS DATA**

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

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

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

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

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 20 of 22
----------------------------------	------------------------------	------------------

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

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

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

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

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

#### H-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

#### H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

#### H-9 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-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.

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 21 of 22
----------------------------------	------------------------------	------------------

## **SECTION I CONTRACT CLAUSES**

I-2 FAR CLAUSES INCORPORATED BY REFERENCE:

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

CONTRACT NO. N00178-04-D-4131	DELIVERY ORDER NO. 7N0302	PAGE 22 of 22
----------------------------------	------------------------------	------------------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Reserved

Attachment 2 - DD Form 1423, Contract Data Requirements List (CDRL)

Attachment 3 - DD Form 254, Contract Security Classification Specification