

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE R	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 13		3. EFFECTIVE DATE 25-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. 1300164684-0001	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 yolanda.moore@navy.mil 504-697-1306		
7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		8. PROJECT NO. (If applicable) S2404A		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Engineering Services Network, Inc 2450 Crystal Dr. Ste 1015 Arlington VA 22202		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4045-NSF1
CAGE CODE 05BD7 FACILITY CODE 933578825		10B. DATED (SEE ITEM 13) 07-Nov-2007

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

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

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ed V Wallace, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Ed V Wallace (Signature of Contracting Officer)	01-Jul-2010

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GENERAL INFORMATION

The purposes of this modification are as follows:

- Create and fund SubCLIN
 - SubCLIN 100303 - \$1,378,660.85
 - SubCLIN 300202 - \$159,582.42

Accordingly, said this Task Order is modified as follows:

1. Section B-2 is replaced with the following:

B-2 5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (JAN 1992)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$2,263,733.27 inclusive of fee Option Year 2. It is estimated that these funds will cover the cost of performance through 06NOV2010. Subject to the provisions of the clause entitled “Limitation of Funds” (FAR 52.232-22) of the general Provisions of this contract, no legal liability on the part of the Government for payment in excess of the \$2,263,733.27 shall arise for Option Year 2 unless additional funds are made available and are incorporated as modifications to this contract.

The contractor shall inform the Contracting Officer and the Contracting Officer Representative in writing when 75% of the allotted incremental funds have been expended.

If 100% of the allotted incremental funds have been expended the contractor shall not continue working until additional funds have been placed on the Delivery Order by the Contracting Officer.

2. Section B-3 is replaced with the following:

B-3 ALLOTMENT OF FUNDS 9JAN 89) (SPAWAR 5252.232-9200)

(Applicable to Award Fee CLIN(s) 1003)

- (a) This contract is partially incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee for incrementally funded items, as provided in Section I clause of this contract entitled “Fixed Fee”, are as follows:

Item		Allotted to Base Fee	Allotted to Award Fee
100301	Labor - Opt Yr2	\$3,070.71	\$8,401.15
100302	Labor - Opt Yr2	\$3,820.60	\$10,452.77
100303	Labor - Opt Yr2	\$13,168.27	\$36,027.05

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TOTAL		\$20,059.58	\$54,880.97

* The dollar values will be provided in individual funding modifications.

(c) The amounts presently available and allotted to this contract for payment of cost, subject to Section B-2 '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:

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

Item		Allotted to Cost	Period of Performance
100301	Labor - Opt Yr2	\$310,018.14	11/07/09 -11/06/10
100302	Labor - Opt Yr2	\$385,726.63	11/07/09 -11/06/10
100301	Labor - Opt Yr2	\$1,329,465.52	11/07/09 -11/06/10
300201	Travel - Opt Yr 2	\$4,000.00	11/07/09 - 11/06/10
300202	Travel - Opt Yr 2	\$159,582.42	11/07/09 - 11/06/10
TOTAL		\$2,029,210.30	

4. Accounting and Appropriation Data: The following information is provided for funding and invoice purposes only.

The total amount of funding obligated against document number DWAM90848.00 remains unchanged at \$325,490.00 via the following line of accounting:

AF 97 09 0400.1120 P9518 00000 0403 2523 S49447 DWAM90848

CLIN	Amount	Funds for
100301	\$321,490.00	Labor
300201	\$4,000.00	ODC/Travel

The total amount of funding obligated against document number DWAM00081 remains unchanged at \$400,000.00 via the following line of accounting:

AG 97 10 0400.1120 P0518 00000 0403 2523 S49447 DWAM00081

CLIN	Amount	Funds for
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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	Base Fee	Award Fee	CPAF
1001	PROGRAM ADMINISTRATION; WEB AND DATABASE DEVELOPMENT, MAINTENANCE, ASSESSMENT AND REPORTING; PROGRAM OUTREACH;PHASE III TECHNOLOGY TRANSITION AND THE COMMERCIALIZATION PILOT PROGRAM SUPPORT; MEASURE AND REPORT RESULTS SUPPORTBASE YEAR					\$1,738,626.15	
100101	PROGRAM ADMINISTRATION; WEB AND DATABASE DEVELOPMENT, MAINTENANCE, ASSESSMENT AND REPORTING; PROGRAM OUTREACH; PHASE III TECHNOLOGY TRANSITION AND THE COMMERCIALIZATION PILOT PROGRAM SUPPORT; MEASURE AND REPORT RESULTS SUPPORT BASE YEAR (RDT&E)	1.0	LH	\$909,863.74	\$9,784.82	\$26,908.25	\$946,556.81
100102	PROGRAM ADMINISTRATION; WEB AND DATABASE DEVELOPMENT, MAINTENANCE, ASSESSMENT AND REPORTING; PROGRAM OUTREACH; PHASE III TECHNOLOGY TRANSITION AND THE COMMERCIALIZATION PILOT PROGRAM SUPPORT; MEASURE AND REPORT RESULTS SUPPORT BASE YEAR (RDT&E)	1.0	LH	\$761,364.94	\$8,187.84	\$22,516.56	\$792,069.34
1002	PROGRAM ADMINISTRATION; WEB AND DATABASE DEVELOPMENT, MAINTENANCE,	1.0	Lot	\$1,949,413.18	\$19,202.58	\$52,807.09	\$2,021,422.85

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ASSESSMENT AND
REPORTING;
PROGRAM
OUTREACH;
PHASE III
TECHNOLOGY
TRANSITION AND
THE
COMMERCIALIZATION
PILOT PROGRAM
SUPPORT; MEASURE
AND REPORT
RESULTS SUPPORT
OPTION I (RDT&E)

100201 (RDT&E)

100202 (RDT&E)

1003	PROGRAM ADMINISTRATION; WEB AND DATABASE DEVELOPMENT, MAINTENANCE, ASSESSMENT AND REPORTING; PROGRAM OUTREACH; PHASE III TECHNOLOGY TRANSITION AND THE COMMERCIALIZATION PILOT PROGRAM SUPPORT; MEASURE AND REPORT RESULTS SUPPORT OPTION II (RDT&E)	1.0 Lot	\$2,025,404.82	\$19,932.27	\$54,813.76	\$2,100,150.85
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100301 (RDT&E)

100302 Support for
SBIR/STRR (RDT&E)

100303 Support for
SBIR/STRR (RDT&E)

1004	PROGRAM ADMINISTRATION; WEB AND DATABASE DEVELOPMENT, MAINTENANCE, ASSESSMENT AND REPORTING; PROGRAM OUTREACH; PHASE III TECHNOLOGY TRANSITION AND THE COMMERCIALIZATION PILOT PROGRAM SUPPORT; MEASURE AND REPORT RESULTS SUPPORT OPTION III (RDT&E) Option	1.0 Lot	\$2,104,327.02	\$20,689.70	\$56,896.68	\$2,181,913.40
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1005	PROGRAM ADMINISTRATION; WEB AND DATABASE DEVELOPMENT, MAINTENANCE, ASSESSMENT AND	1.0 Lot	\$2,186,296.99	\$21,475.91	\$59,058.75	\$2,266,831.65
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REPORTING;
PROGRAM
OUTREACH;
PHASE III
TECHNOLOGY
TRANSITION AND
THE
COMMERCIALIZATION
PILOT PROGRAM
SUPPORT; MEASURE
AND REPORT
RESULTS SUPPORT
OPTION IV (RDT&E)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	ODC/Travel - Base Year		\$323,802.62
300001	ODC/Travel - Base Year (RDT&E)	1.0 Lot	\$75,000.00
300002	ODC/Travel - Base Year (RDT&E)	1.0 LH	\$129,040.62
300003	ODC/Travel - Base Year (RDT&E)	1.0 Lot	\$119,762.00
3001	ODC/TRAVEL - OPTION I - 7 NOV 2008 THROUGH 6 NOV 2009 (RDT&E)	1.0 LH	\$160,374.93
300101	(RDT&E)		
300102	(RDT&E)		
3002	ODC/TRAVEL - OPTION II - 7 NOV 2009 THROUGH 6 NOV 2010 (RDT&E)	1.0 Lot	\$163,582.42
300201	(RDT&E)		
300202	ODC/Travel (RDT&E)		
3003	ODC/TRAVEL - OPTION III - 7 NOV 2010 THROUGH 6 NOV 2011 (RDT&E) Option	1.0 Lot	\$166,854.07
3004	ODC/TRAVEL - OPTION IV - 7 NOV 2011 THROUGH 6 NOV 2012 (RDT&E) Option	1.0 Lot	\$170,191.15

B-1 ADDITIONAL SLINS

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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 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992) (5252.232-9400)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$669,340.00 inclusive of fee for Option Year 1. It is estimated that these funds will cover the cost of performance through 06NOV2009. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$669,340.00 shall arise for Option Year 1 unless additional funds are made available and are incorporated as modifications to this contract.

The contractor shall inform the Contracting Officer and the Contracting Officer Representative in writing when 75% of the allotted incremental funds have been expended.

If 100% of the allotted incremental funds have been expended the contractor shall not continue working until additional funds have been placed on the Delivery Order by the Contracting Officer.

B-3 ALLOTMENT OF FUNDS (JAN 89) (SPAWAR 5252.232-9200)

(Applicable to Award Fee CLINs 100701 through 100708)

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

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

Item		Allotted to Base Fee	Allotted to Award Fee
100201	Labor - Opt Yr I	\$6,154.41	\$16,837.84
100202		\$13,048.17	\$35,969.25
TOTAL		\$19,202.58	\$52,807.09

* The dollar values will be provided in individual funding modifications.

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section B-2 "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:

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

Item		Allotted to Cost	Period of Performance
100201	Labor - Opt Yr I	\$621,347.75	11/07/08-11/06/09
100202		\$1,328,065.43	
300101	Travel - Opt Yr I	\$25,000.00	11/07/08-11/06/09
		\$135,374.93	
TOTAL		\$2,109,788.11	

B-4 AWARD FEE DETERMINATION FOR COST PLUS AWARD FEE:

AWARD FEE CLAUSE IS INCORPORATED AS ATTACHMENT 5.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/PERFORMANCE WORK STATEMENT (PWS)

Work under this contract shall be performed in accordance with Attachment No. 1 PWS.

Mission-Oriented Business Integration, Administration, Analysis and Outreach Services for Department of Defense-Wide

Small Business Innovation Research and

Small Business Technology Transfer Programs

Background:

Congress created the SBIR Program in 1983 to foster the involvement of U.S. based small businesses in Federal research and development. The ultimate objective of each SBIR project is to develop technologies and products that a small business may market to the Government and/or private sector, resulting in revenues from non-SBIR sources. In 1992, Congress established the STTR program. STTR is similar in structure to SBIR but funds *cooperative* R&D projects involving a small business and a research institution. The purpose of STTR is to create an effective vehicle for moving ideas from our nation's research institutions to the marketplace, where they can benefit both private and public sector customers.

The DoD SBIR/STTR program is particularly interested in giving small, high-tech businesses opportunities to provide innovative research and development solutions to address Department needs. In FY07, the DoD SBIR/STTR program will execute approximately \$1.3 billion through the SBIR/STTR Program.

The DoD SBIR/STTR Program Management Office resides in the Office of the Under Secretary of Defense (Acquisition Technology & Logistics), Office of Small Business Programs (OSBP) and is responsible for the administration of and policy governing the DoD SBIR/STTR program. OSBP is responsible for overall program continuity through coordination of topic development, review and selection, Phase I and II proposal solicitations, company, award and commercialization database management, program outreach, and annual reporting. OSBP also develops guidance and policy in response to new legislation and other program mandates.

The Federal SBIR/STTR Program is governed by 15 United States Code (U.S.C.) 638, Public Laws (P. L.) 97-219, 99-443, 102-564 and 106-554. The SBIR Program is designed and implemented in accordance with the Small Business Administration (SBA) SBIR Policy Directive, February 2002, and the STTR Program is designed and implemented in accordance with the SBA STTR Policy Directive, December 2005. The guidelines presented in the DoD SBIR/STTR solicitations incorporate and employ flexibility derived from the SBA Policy Directive to encourage proposals based

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on scientific and technical approaches most likely to yield results important to the Department and private sector markets.

An SBIR/STTR Phase I effort determines, insofar as possible, the scientific, technical, and commercial merit and feasibility of ideas submitted under the SBIR Program. Phase I awards are typically \$70,000 to \$150,000 in size over a period generally of six to nine months and concentrate on that research or research and development which will significantly contribute to proving the scientific, technical, and commercial feasibility of the proposed effort. The successful completion of which is a prerequisite for further support in Phase II. The measure of Phase I success includes evaluations of the extent to which Phase II results would have the potential to yield a product or process of continuing importance to military requirements and/or the private sector. Proposing firms are encouraged to consider whether the research or research and development they are proposing also has private sector potential, either for the proposed application or as a base for other applications. Therefore, subsequent Phase II awards are made to firms on the basis of results of their Phase I effort and the scientific, technical, and commercial merit of the Phase II proposal. Phase II awards are typically \$750,000 in size over a period generally not to exceed 24 months (subject to negotiation). Phase II is the principal research or research and development effort and is expected to produce a well-defined deliverable prototype.

Under Phase III, the small business is expected to obtain funding from the private sector and/or non-SBIR Government sources to further develop the prototype into a viable product or non-R&D service for sale in military and/or private sector markets. The SBIR Commercialization Pilot Program (CPP) accelerates the transition of technologies, products, and services developed under the SBIR to Phase III. SBIR research programs are identified for the potential rapid transition and must be approved by the Secretary of the military department. Reporting of funds spent, results, a description of the CPP including incentives and activities undertaken by acquisition program managers, program executive and primes is required annually. CPP provides expert advice, guidance, counseling, and analysis regarding the technology transition and commercialization of specific SBIR/STTR projects. These activities are achieved through a strong connectivity among SBIR-firms, prime contractors, and DoD science & technology and acquisition communities. The CPP focus is on the acceleration of providing SBIR technology to the warfighter.

The vision of the DoD SBIR program is to be a premier source of innovative technology solutions, seed and provide direct access to America's high-tech small business research and development industrial base, and enable the equipping of the Warfighter with a technological edge. Critical to achieving this vision is the transition of SBIR technologies from research to combat capability. Additionally, a goal of the SBIR program is to increase private sector commercialization of innovations derived from Federal R&D, thereby increasing competition, productivity, and growth of the broader national economy.

Scope:

The contractor shall support the OSBP SBIR/STTR Program Manager in administering, planning, managing, coordinating, analyzing, reporting on and conducting outreach for the DoD SBIR and STTR programs. Contractor shall deliver to OSBP all software, documentation, data rights, and operating licenses procured/developed, or incidental to, this contract effort. **US CITIZENSHIP IS REQUIRED**

OVERALL BUSINESS OPERATIONS

The following tasks must be completed to achieve the objectives and quality levels described in the Performance Based Standards provided at the end of this SOW. All tasks include the development and documentation of policies,

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procedures and analysis of the results related to this program.

1 Program Administration:

The contractor shall manage, coordinate and execute the administrative portions of the DoD SBIR/STTR program including: program planning and communications, meeting planning and support, correspondence and report preparation and staffing, the topic development and review process; Phase I proposal solicitations; Phase I, Phase II, Phase II Enhancement and Fast Track proposal receipt and processing; contract award and company commercialization data collection, validation and reporting; and, Commercialization Pilot Program (CPP) data collection, analysis and reporting. All functions shall be accomplished in accordance with applicable laws, regulations, and policies.

1.1 The contractor shall coordinate and support the SBIR/STTR topic development and review process handling over 1,200 topics per year. The contractor shall administer the online topic development tool, to include code maintenance and development, as needed. Work with all DoD Components to ensure all process timelines and topic upload and rewrite procedures are understood. The contractor shall develop and implement an access control plan for the topic development and review tool. Administer Integrated Review Team (IRT) by assembling topics not meeting all criteria after second review, distributing package with ballot and guidance to IRT members, orchestrating the IRT meeting, and coordinating post-review integration of passed topics. The contractor shall evaluate the overall process and make recommendations as necessary to strengthen and streamline.

1.2 The contractor shall conduct 4-5 SBIR/STTR solicitations per year. The contractor shall assemble solicitations including DoD and certified Component instructions and with all approved topics in Word, PDF and HTML formats. The contractor shall coordinate review by DoD SBIR solicitation contracting officer. The contractor shall post solicitations on the DoD SBIR web site and OSBP web site consistent with pre-release dates established by the program schedule. The contractor shall be prepared to receive and process at least 20,000 Phase I proposals per year, including cover sheets, technical proposals and cost proposals. Processing includes, but is not limited to sending confirmation of receipt, converting to PDF format, and virus scan, and applying access restrictions and controls to provide confidentiality of incoming proposals. The contractor shall ensure compliance of each proposal with solicitation instructions, maintain accurate records of proposals, proposal administrative data, and prepare all proposals for distribution to participating Components. Preparation includes appending technical and cost proposals as well as Company Commercialization Report to proposal coversheet. The contractor shall administer SBIR/STTR Interactive Topic Information System (SITIS) to address questions submitted by prospective bidders.

1.3 The contractor shall receive and process several thousand Phase II, Phase II Enhancement and Fast Track proposals on a continuous basis throughout the year. Processing includes, but is not limited to sending confirmation of receipt, converting to PDF format, and virus scan. The contractor shall apply access restrictions and controls to provide confidentiality of incoming proposals. The contractor shall ensure compliance of each proposal with solicitation instructions and component instructions, maintain accurate records of proposals, proposal administrative data, and prepare all proposals for distribution to participating Components.

1.4 The contractor shall implement a DoD SBIR/STTR solution set that protects accredited architecture without significantly impeding high capacity network bandwidths, provides for efficient routing and load balancing to multiple web servers, fax servers, database servers, application servers, archival repositories, mail servers, and other agency applications directly dependent on connections to the DoD SBIR/STTR systems.

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1.5 The contractor shall develop, coordinate, disseminate and post the annual program calendar of events, coordinate and synopsise quarterly program manager meetings, coordinate and other ad hoc or working group meetings to support program operations or policy development, document program processes, draft correspondence in response to Congressional and other inquiries, and disseminate relevant program information to participating components, as needed.

2 Web and Database Development, Maintenance, Assessment and Reporting:

The contractor shall maintain and modify as necessary, existing automated processes across the entire SBIR/STTR lifecycle, to include: 1) topic development and review, 2) solicitation, 3) award tracking, 4) commercialization and technology transition, and 5) data archive, financial management, and final reports. The contractor shall maintain the current SBIR/STTR information system providing year-round services for the DoD SBIR/STTR program.

2.1 The contractor shall provide the capability to receive and process more than 5000 proposals within a 24 hour time period. The contractor shall maintain the database and internet connectivity with appropriate bandwidth (minimum would be fractional DS3/T3 bandwidth burstable to 45 Mbps) to ensure efficient and secure access by Government and industry users. The contractor shall develop and implement a disaster recovery plan to ensure continuity of operations. The contractor shall obtain security accreditation of systems, and verify, validate, monitor, and maintain appropriate information security and integrity standards and documentation in accordance with appropriate DoD regulations and standard security practices. Contractor shall achieve and ensure the information system meets all Government requirements for a full Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) Authority to Operate (ATO). This task includes all necessary data updates, installation of software/hardware upgrades as required, system operations, troubleshooting, and data archiving and backup.

2.2 The contractor shall maintain and provide functionality changes, as required to support program management and administration, to applications and utilities developed within the Microsoft .NET platform and other development environments, including (but not necessarily limited to) electronic topic development and review, proposal submission and handling, and the SBIR/STTR Interactive Topic Information System (SITIS). Contractor shall utilize existing Active Server Pages, server-side VBScript, client-side JavaScript, and other programming languages. Contractor shall adhere to secure coding practices and software protection throughout the development lifecycle. The contractor shall possess or establish plan to achieve Software Engineering Institute (SEI) Capability Maturity Model Integration (CMMI) Level III certification within one year of contract award. Provide & report on quality assurance testing for system enhancements and periodic regression testing. **The current applications and utilities are developed in Microsoft Active Server pages (ASP), not Microsoft .NET.**

2.3 The contractor shall collect, store, validate, and report relevant statistics for program monitoring, assessment, analysis, and external reporting activities for program evaluation and outreach. The contractor shall generate non-recurring reports requested in various formats and manage and present data necessary to facilitate SBIR/STTR program decisions.

2.4 The contractor shall work with all participating DoD Components to ensure compatibility in exchanging data efficiently and effectively. The contractor shall conduct, coordinate and develop appropriate technical plans and interfaces for effective and efficient communication and integration. The contractor shall work collaboratively with Components to improve database structure and propose an updated/upgraded, robust system to minimize error and data redundancy, if appropriate.

2.5 The contractor shall maintain all established content and functionality on the government and public web sites

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(www.dodsbir.com, www.dodsbir.net and SBIR/STTR content on www.acq.osd.mil/osbp) and internal, government-only web-sites. This includes (but is not necessarily limited to) multi-format solicitation posting and updating, and with accurate, timely, and relevant program information, in accordance with all applicable Government, Department of Defense policies and procedures. The contractor shall update the website periodically as needed to reflect current information and insure all information posted to the public website has been cleared by the Government for public release. Ensure all content is 508 compliant.

2.6 The contractor shall expand the current SBIR/STTR web-based resources through installation or development and installation of software (and installation of any required hardware) necessary to include both a private and public full-text search capability to return relevant technical data in a cognitively useful format to identify technologies and firms of interest to potential customers and partners. The contractor shall conduct a market survey and make recommendations on commercial-off-the-shelf products for Government provision to achieve capability.

2.7 Contractor shall maintain and upgrade as necessary the DoD SBIR/STTR Phase II Commercialization Database, which is used to produce Company Commercialization Reports (CCR). Contractor shall ensure data is as complete, current and accurate as possible through annual update program. Contractor shall annually employ commercialization database to calculate and assign Commercialization Achievement Index (CAI) scores to all firms with at least 4 Phase II contracts based on a government-provided algorithm. Contractor shall update CAI assigned to firms when new commercialization data is registered and ensure each firm's current CAI is included with its Company Commercialization Report in proposal packages.

2.8 The contractor shall develop, maintain and provide documentation for all database processes, procedures, software and hardware necessary to accomplish efforts specified in this task. Include written descriptions, graphic portrayals of program processes, data flow, programming code and instructions, database schemas, etc. within two (2) weeks of request.

3 Program Outreach:

The contractor shall develop and conduct an aggressive, multi-faceted, multi-media outreach program designed to increase industry, academia, and DoD awareness of the SBIR/STTR program, promote program successes, and inform SBIR/STTR constituents about program improvements, opportunities and activities. Outreach also includes Government agencies outside DoD.

3.1 The contractor shall build, maintain, and implement an annual DoD SBIR/STTR Communications Plan that addresses the program's customers and, where appropriate, presents the small business R&D community as a strategic partner. Execution of the campaign plan must expand the community of potential SBIR/STTR Phase III technology transition recipients to include DoD organizations and other Federal and commercial entities, and increase service-disabled, veteran owned-, women-owned and other small disadvantaged business (SDBs) participation. Plans may include provision for print advertisement.

3.2 The contractor shall coordinate and execute an annual SBIR/STTR Awards Program. The program shall recognize outstanding contributions of SBIR/STTR teams, to include key government, small business and potentially, large business partners in making outstanding contributions to the warfighter. The contractor shall solicit nominations from among the entire DoD SBIR/STTR community and provide for the evaluation and selection of up to 10 awards from among up to 100 nominations based on criteria jointly developed with the government. The contractor shall support the planning and execution of an awards ceremony with up to 150 attendees at a government facility with refreshments and high-quality awards, and develop a camera-ready brochure featuring the award winners and their

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SBIR/STTR projects.

3.3 The contractor shall conduct outreach, to include exhibition at 4-6 Government approved conferences, to include two annual National SBIR conferences, and state and regional venues across the United States. The contractor shall conduct administrative tasks for these events, including ensuring that display and handout materials are prepared, shipped and erected on-site, manning the display areas, and returning all materials in good condition to storage, and evaluation of the event and assessment of the value of the outreach. The contractor shall maintain, store, operate and propose upgrade to SBIR exhibits, displays and related equipment / materials. Design multi-media materials including brochures, pamphlets, briefings, information papers, websites, and other informational products for program outreach.

3.4 The contractor shall organize, plan and host an annual 3-day SBIR/STTR Training Workshop for approximately 250 attendees. The purpose of the event is to bring together government personnel supporting the SBIR/STTR program to share information concerning DoD and program operations, policy and process development and other relevant issues impacting program implementation. Tasks include identifying and securing sites and arranging for refreshments and meals, recruiting speakers or other specialists to make presentations, providing staff to manage the event, producing signage, banners or other materials, prepare and print conference materials, advertise, manage registration, send invitations and manage all on site operations. Provide comprehensive half-day training on the first day of the conference for personnel new to the program. Provide post-event assessment.

3.5 The contractor shall organize, plan and host annual 2-½ day “Beyond SBIR Phase II: Bringing Technological Edge to the Warfighter” conference and exhibition for approximately 700 attendees. The event will bring together key government research, development and acquisition staff, prime and middle market contractor representatives, and recent SBIR phase II award winners to enable the transition of SBIR-funded innovation. Tasks include identifying and securing sites and arranging for refreshments and meals, developing the agenda, recruiting speakers or other specialists to make presentations, providing staff to manage the event, producing signage, banners or other materials, prepare and print conference materials, secure sponsorship, advertise, manage registration, send invitations, coordinate advance and on-site matchmaking and manage all on site operations. The contractor shall provide post-event assessment.

3.6 The contractor shall provide and maintain a “Help Desk” service to provide quick answers to questions submitted telephonically (866-SBIRHLP, 866-724-7625) or via e-mail (www.dodsbir.net/helpdesk) from small businesses and Government personnel regarding the DoD SBIR/STTR program. Contractor shall maintain active telephone line support from 0800 – 1700 hours EDT/EST, Monday-Friday (except Federal Holidays) and extended hours on days prior to solicitation closings, and when possible, provide immediate answers to questions. Develop and maintain appropriate ticket tracking system to manage “Help Desk” operations. Ensure calls are answered by an operator within 30 seconds or when not answered due to surge volume, that calls are returned within 60 minutes. When questions cannot be answered immediately, research and respond to inquiry within two (2) business days or direct inquiry to an organization or resource equipped to answer the concern. Contractor shall manage a call volume that averages four hundred and fifty (450) calls per month, with a peak of eight hundred (800) calls per month.

3.7 The contractor shall maintain a comprehensive electronic document (Desk Reference Manual) of all standard procedures for the SBIR/STTR program to provide quick answers to common questions. Contractor shall update and improve the document as applicable laws, regulations, and policies or procedures change.

3.8 The contractor shall provide technical clarification on solicitation topics during both the 4-week pre-release and 4-week solicitation periods through the administration of the SBIR/STTR Interactive Topic Information System (SITIS).

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Develop and maintain appropriate ticket tracking system to manage SITIS operations. In 2006, two thousand four hundred and fifty (2450) requests were received. The contractor shall coordinate responses with the relevant DoD Component Technical Points of Contact (TPOCs) and post immediately when available. References shall be available and TPOCs identified in advance. Contractor shall provide guidance on the policy governing SITIS and instructions on using SITIS to all Technical Points of Contact (TPoC).

3.9 Contractor shall develop and maintain mailing lists targeting specific outreach groups. Contractor shall prepare presentation materials as needed for conferences, briefings and other events. Contractor shall maintain a complete registry of participating firms and "listserv" signup and e-mail capability for distribution for program announcements, in accordance with the Small Business Act, Section 9(y).

4 Phase III Technology Transition and the Commercialization Pilot Program Support:

The contractor shall coordinate oversight, collect results, both qualitative and quantitative, track execution and provide reporting of Phase III technology transition management and support to the DoD's SBIR Commercialization Pilot Program (CPP) as defined by section 252 of the *National Defense Authorization Act for Fiscal Year 2006*.

4.1 The contractor shall document each participating DoD Component's identified projects that meet a high priority military requirement and describe their process for selection and execution. The contractor shall track funding and project execution. The contractor shall maintain and improve the electronic collection and tracking of commercialization metrics to support program evaluation. The contractor shall support the development of policy as necessary to implement CPP initiatives and activities.

4.2 At the end of each fiscal year, the contractor shall provide a draft analytical report on the component programs and a detailed compilation of results achieved by the CPP, including the numbers of small business concerns assisted and the number of projects commercialized.

5 Measure and Report Results Support:

The contractor shall develop and report quantitative and qualitative metrics to measure the DoD SBIR programs' efficiency and effectiveness over time against set goals. The contractor shall generate all reports required of the SBIR/STTR program by law and policy.

5.1 Contractor shall establish and monitor metrics to measure responsiveness of internal processes and external results, in accordance with Performance Based Standards. The contractor shall also develop, maintain and update annually, or more often if required, comprehensive set of the most relevant program execution and performance metrics. Contractor shall report metrics on a quarterly basis to include narrative description of lessons learned to improve DoD SBIR/STTR program administration.

5.2 The contractor shall generate annual and non-recurring reports, as needed. Comprehensive, detailed annual reports on the SBIR and STTR Programs are due in March and December, respectively, in format prescribed by the Small Business Administration (SBA). Report preparation requires collection,

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aggregation and de-conflicting of award and funding data from all participating DoD components. The contractor shall collect contract award and other data, as needed, from participating components and update the public awards database on a quarterly basis. Annual reporting to the SBA on compliance with Executive Order 13329 – Encouraging Innovation in Manufacturing is also required annually.

6. ON-LINE TRACKING REPORTS

The Contractor shall provide an on-line tracking report that provides the TOCOR a current record of all financial information and transactions from time of award to contract/task assignment closeout. This should address total costing including obligated or de-obligated funding associated with each task assignment and any new funds supporting task modifications, funding amount that is invoiced for Labor or Services, Other Direct Charges (ODC's), any Incentive/Award Fees (if applicable) by task assignment, and/or Project level. Also, the tracking system shall have the most current Contract/Task assignment, and contractor approved management plan. The level of detail required for this report is subject to change at the discretion of the TOCOR. **The report should report to the WBS level included in the contractors cost proposal.**

7. TRANSITION PERIOD

In order to ensure the smooth transition to Contractor Performance and to prevent possible decreases in productivity or service quality, the Government will provide, at a minimum, a 90 calendar-day transition period that will begin 5 days after the last debrief of unsuccessful offerors has been completed. The transition period coincides with the contract award date and precedes the assumption of full Contractor responsibility. During this transition period, the Government will make available to Key Contractor Personnel, a TOCOR familiar with the operations, processes, and functions to be performed. The Government will make all facilities and equipment accessible to the contractor for a minimum of 90 days prior to the task order start date. During these 90 days, the contractor's personnel will be permitted to observe any Information Technology Operations currently being performed at the facilities. This service is being made available, if applicable, to explain procedures for conducting Government business, show the contractor the worksites, and introduce the contractor to customer representatives. During the transition period, the contractor shall organize, plan, recruit personnel, train, mobilize, develop procedures, and accomplish all actions necessary to commence performance of the services at the end of the transition period. During this transition period, the contractor shall:

- Establish the Project Management Office
- Recruit and hire necessary personnel
- Obtain required clearances, including personnel security clearances (this process generally takes 6 - 18 months)
- Participate in joint inventories and sign for Government Furnished Property (GFP)
- Develop and submit any required deliverables
- Accomplish any necessary training to support the requirements of the PWS
- Create SOP's for each functional area covered under this PWS unless otherwise provided by the Government. Content could include: Quality Control (QC), hours of operation, work assignments, approval authorities, work flow, functional relationships between the Government and the Contractor and between the contractor's organizational elements, and any other information needed for efficient and uniform performance.

7.1 TRANSITION PLAN

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The Contractor shall submit a Transition Plan with its proposal that addresses all the Aforementioned areas in sufficient detail for the Government to determine if the plan satisfactorily meets the requirement of this PWS. The Transition Plan is a written plan that supports the orderly and progressive transition from full performance under the pre-award organization structure to full performance by the Contractor. It shall be designed to minimize the disruption and adverse impacts, and describes capitalization and start-up requirements. The Transition Plan shall address transition costs such as proposed process development and dissemination of the operational procedures. The Transition Plan shall also include a listing of milestones that chronicle the Contractor's sequence of transition period events and address both phase-in and phase-out activities. No less than 10 calendar days prior to transition period start date, the contractor shall provide an updated transition plan and milestones. There will be no interruption to mission requirements as defined in the PWS.

7.2 PHASE OUT PERIOD

The current contractor shall develop and submit a comprehensive phase-out plan sixty (60) calendar days prior to completion of the base period, or termination, of the resulting contract. The contractor's phase-out plan shall not disrupt or adversely impact the day-to-day conduct of Government business and shall achieve a smooth and orderly transfer of responsibility to a successor. Thirty (30) calendar days prior to the completion of this PWS, an observation period shall occur, at which time, personnel of the incoming workforce may observe operations and performance methods of the outgoing contractor. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of service. The outgoing contractor shall not defer any requirements for the purpose of avoiding responsibility or of transferring such responsibility to the succeeding contractor. The outgoing contractor shall fully cooperate with the succeeding contractor and the Government so as not to interfere with their work or duties.

8. KEY PERSONNEL

Key personnel, once designated may not be substituted except for serious illness, death, termination from employment, or other extenuating circumstance beyond the control of the contractor. Substitutions of key personnel will be approved only for individuals with equal to or better qualifications and experience than the person proposed for the position in the original proposal. Key personnel substitutions will be nominated to the Government for review and consideration a minimum seven days prior to turnover unless otherwise approved by the Government. Also, 20+ years in a SBIR/STTR program management role would be sufficient to compensate for lack of and advanced technical degree is acceptable.

a. Program Manager – CREDENTIALS – The program manager shall be a renowned high-level technical/administrative professional with an advanced technical degree(s) and at least 10 years of relevant experience, adept in senior management and leadership, with experience supervising personnel and programs in excess of one million dollars. The program manager shall be capable of all aspects of program management, professional staff development, problem assessment and solution, client interface, marketing, and corporate development with outstanding business skills. The program manager shall have extensive experience supporting the management of Government

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b. Deputy Program Manager– CREDENTIALS – The deputy program manager shall be a senior technical/business professional with a technical and/or business degree and at least six years of relevant experience assisting, in the management of projects over \$100,000. The deputy program manager shall possess advanced management, analytical, technical, communications and business skills.

c. Senior Programmer/Web Master – CREDENTIALS – The senior programmer/web master shall be a professional with a technical degree and at least five years of relevant experience in Microsoft .NET and well as demonstrated experience in Visual Basic, Active Server Pages, server-side VBScript and client-side JavaScript. The senior programmer/web master shall have demonstrated experience in full life-cycle management of automated systems development, to include requirements definition, design documentation, project management, integration, security testing and quality assurance.

d. Database/Network Administrator – CREDENTIALS – The database/network administrator shall be a professional with a technical and/or business degree and at least five years of relevant experience in application architecture including Microsoft .NET.

9. SECURITY REQUIREMENTS:

This effort will be unclassified. In accordance with DOD 5220.2-R, positions must be designated as ADP-I, ADP-II, and ADP-III.

ADP-1 positions: Those positions in which the incumbent is responsible for the planning, direction and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software, or can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain.

ADP-II positions: Those positions in which the incumbent is responsible for the direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority of the ADP-I category to insure the integrity of the system.

ADP-III positions: All other positions involved in computer activities. In establishing the categories of positions, other factors may enter into the determination, permitting placement in higher or lower categories based on the agency's judgement as to the unique characteristics of the system or the safeguards protecting the system.

10. Section 508 Compliance. All information technology products acquired or developed by a federal agency after June 25, 2001 must be compatible with accessories that permit people with disabilities to use that equipment. These accessories include screen readers for the blind and telephone technology for the deaf. While agencies do not have to install assist devices and technology in their offices until an employee with disabilities is hired, any office equipment bought after June 25, 2001 must meet specific standards so assist devices can be attached if required. All Electronic and Information Technology (EIT)

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procured through this task must meet the applicable accessibility standards at 36 DFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 509 of the Rehabilitation Act of 1973, as amended, and is available at <http://section508.gov/accessible.html> -Part 1194. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 DFR 1194. Further, the proposal must indicate where full Details of compliance can be found (e.g. vendor's website or other exact location).

C-2 KEY PERSONNEL (DEC 1999)

a. The offeror agrees to assign to this task order those key personnel listed in c-1, paragraph 6 above. 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, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

c. All requests for approval of substitutions under this 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 of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

d. List of Key Personnel

NAME/TASK ORDER LABOR CATEGORY

Brian Shipley/Program Manager
Christine Villa/Deputy Program Manager
Donald B urdick/Senior Programmer/Web Master

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Jeremy Junnila/Database/Network Administrator

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 task order work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the task order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the task order price or fixed fee to compensate the Government for any resultant delay, loss or damage.

C-3 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.

c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

(1) The contractor will be consistently responsive to Government customers in its performance of this task order.

(2) For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over

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time”, and/or “overall uniformly”.

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

d. 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.

e. 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.

f. The TOM will upload the TOPE to the Seaport Portal.

g. Remedy

(1) 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.

(2) 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.

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

a. All or a portion of the effort under this contract will be performed on a Government installation.

All required support services shall be principally performed at contractor facilities. Provisions are made for one support team member to perform on site at the OSBP office space. Contractor will provide space for one program manager or COTR at contractor's facility. Contractor space shall be within 25 miles of the OSBP office.

The OSD core hours are Monday through Friday between 0900 - 1500 hours. Employees at locations other than OSD, shall be expected to support periodic meetings, etc, within OSD core hours. The contractor, on a case-by-case basis, may approve alternate work schedules. Extended workweek authorization is not required as the contractor is managing costs. :

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

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

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

d. This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

**C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES
(DEC 1999) (SPAWAR C317)**

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.

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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 OTHER DIRECT CHARGES (ODC's) AND TRAVEL:

Travel will be required to complete tasking in accordance with this SOW. The government technical and program lead must authorize all travel prior to commencement of travel. An approved Contractor's travel authorization request (TAR) shall be the standard document authorizing Contractor travel. Travel will be billed in accordance with Department of Defense/Joint Travel Regulation (DoD/JTR) vol. 2 for civilian personnel travel procedures.

C-7 GOVERNMENT FURNISHED EQUIPMENT / GOVERNMENT FURNISHED INFORMATION:

a. The Government will provide funding to support all necessary personal computers and related hardware, software, and duplicating facilities required for Contractor personnel to support this Task Order.

b. The Government will immediately, upon award, provide the following:

- DOD SBIR/STTR static conference display and shipping containers.
- Microsoft ASP Web Application Suite Implementing: Topics, Topic Review, SITIS, Awards, Program Manager View, Submission, Manager, Registration, Helpdesk, and Speaker Requests and Presentations.
- Program databases - Archived topics, awards, presentation, SBIR conference, SBIR submission, speaker registration, topic review, topics.
- Database Server - Dell PowerEdge 6600 Quad 1.4GHz Xeon processors.
- Application Server - Dell PowerEdge 6600 Quad 1.49GHz Zeon.
- Castelle FaxPress Server
- LcCie NAS device - ITB Gigabit Ethernet Disk

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- Custom software for proposal packaging
- Laptop for OSD website updates - Dell Latitude D620

NOTE: GFE/I are not sufficient to constitute a system capable of performing all specified tasks.

c. The Government shall provide the facilities and equipment for contractor employees working on the Government site as specified below.

- Services: The Government will provide janitorial services and all maintenance for the equipment and computers at the Government site.
- Equipment and Supplies: The Government shall furnish basic office furniture, telephone, facsimile machine, computer equipment, copiers and Internet backbone access for contractor employees when performance is required at the Government Site. The contractor shall be the hand receipt holder, regardless of location, for all assigned Government equipment in use by the contractor. The contractor shall be responsible for operating under conditions that preclude the waste or misuse of Government equipment and supplies.
- Utilities. All basic utilities available to the Government employees in the Government facility will be available for the contractor's use in performance of task orders. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities. No contractor employee shall utilize Government utilities to recharge rechargeable personal items.
- Facilities: The Government will furnish the necessary office space for the contractor staff to provide the support outlined in individual task orders that require on-Government-site-performance.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

All deliverables shall be packed and packaged in accordance with standard commercial practices, and shipped to the Task order manager identified in Section G.

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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

CLIN - DELIVERIES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

Base Period: 7 Nov 2007 through 6 Nov 2008

Option Period 1 7 Nov 2008 through 6 Nov 2009

Option Period 2 7 Nov 2009 through 6 Nov 2010

Option Period 3 7 Nov 2010 through 6 Nov 2011

Option Period 4 7 Nov 2011 through 6 Nov 2012

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

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

100101	11/7/2007 - 11/6/2008
100102	11/7/2007 - 11/6/2008
1002	11/7/2008 - 11/6/2009
1003	11/7/2009 - 11/6/2010
300001	11/7/2007 - 11/6/2008
300002	11/7/2007 - 11/6/2008
300003	11/7/2007 - 11/6/2008
3001	11/7/2008 - 11/6/2009
3002	11/7/2009 - 11/6/2010

The periods of performance for the following Option Items are as follows:

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1004	11/7/2010 - 11/6/2011
1005	11/7/2011 - 11/6/2012
3003	11/7/2010 - 11/6/2011
3004	11/7/2011 - 11/6/2012

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING

CLASSIFICATION CITATIONS

Consistent with task order clause H-3, 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. 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-2 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a cost plus award fee task order.

G-3 INVOICES

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**G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF)
(APR 2007)**

(a) Invoices for services rendered under this solicitation (N00024-07-R-3534) 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 for 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 ¹	2 in 1
Issuing Office DODAAC	N69250
Admin DODAAC:	N69250
Inspector DODAAC (if applicable)	N69250
Acceptor DODAAC:	N69250
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	N69250
DCAA Auditor DoDAAC ² :	
Service Approver DoDAAC ² :	Insert the UIC of the on-site Approver who signs off on the final cost voucher
PAY DODAAC:	Insert the UIC of the paying DFAS activity [SF26=Block 12 (labeled "Code"); DD1155=Block 15 (Block 12 if SeaPort order); SF1449=Block 18a]

¹ Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 (Services Only)" for fixed price services where inspection of services can be performed and documented.

² Only applies to cost vouchers.

*MOCAS begins with HQ - then do not need LPO. If beginning with "N", enter that code number. If not, leave blank.

PRESCRIPTION: Insert this clause in all service contracts, task orders, or purchase orders. Use in conjunction with the clauses at DFARS 252.246-7000

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and DFARS 252.232-7003. If modifying an existing contract, task order, or purchase order, insert the above clause in full text in BLOCK 14 CONTINUATION PAGE, of the SF30.

REFERENCE: DFARS 232.7003(a)

G-4 AVAILABILITY OF FUNDS (APR 1984) (FAR 52.232-18)

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

G-5 LEVEL OF EFFORT, PROGRESS AND STATUS REPORT (DEC 1999) (SPAWAR G-312)

(a) The contractor shall prepare and submit a report concurrently with each Standard Form 1034 presented for payment. The report shall cover the term for which the voucher is submitted, and shall include:

(1) Identification Elements

- a. Title ("Level of Effort, Progress and Status Report");
- b. Contract, invoice and control Numbers;
- c. Contractor's name and address;
- d. Date of report;
- e. Reporting (invoicing) period;
- f. Name of individual preparing records;

(2) Delivery Order Description Elements. For each delivery order included in the invoice, the report shall include:

- a. Delivery order number;
- b. Description of progress made during the reporting period, including problem areas encountered and recommendations;
- c. Results obtained relating to previously identified problem areas;
- d. Deliverables completed and delivered;
- e. Extent of subcontracting and results achieved;
- f. Extent of travel, including identification of individuals* performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel;
- **g. labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each;
- h. Labor hours, by labor category and cumulatively, anticipated to be required for completion of the order.

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i. Materials and other direct costs items expended in performance of the Delivery Order.

j. Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

(b) Each report shall address each element of paragraph (2) above for each affected delivery order. Where the element is not applicable, the report shall so state.

(c) Distribution of the report shall, as a minimum, be one copy to the Contract Administration Office and one copy to the Contracting Officer's Representative (COR). Additional requirements may be established in the DD Form 1423, Contract Data Requirements List.

(d) Requiring activities will ensure that this report is retained with copies of the invoice.

***IF FOR REASONS OF COMPANY PRIORETARY INTEREST, IT IS DESIRED TO WITHHOLD NAMES OF INDIVIDUALS FROM THE REPORT, A UNIQUE IDENTIFIER (SUCH AS A PAYROLL NUMBER) WILL BE ACCEPTED; PROVIDED, HOWEVER, THAT NO MORE THAN ONE SUCE IDENTIFIER IS UTILIZED BY ANY INDIVIDUAL UNDER THIS OR ANY OTHER CONTRACT EFFORT AND THE NAMES OF THE INDIVIDUALS SO IDENTIFIED WILL BE MADE AVAILABLE TO THE CONTRACTING OFFICER WHEN REQUESTED.**

**DOES NOT APPLY TO COMPLETION TYPE ORDERS

The offeror shall also provide a Work Breakdown Structure as follows:

1.0 Contract

1.1 Program Management (SOW Paragraph 1)

1.2 Web and Database Development, Maintenance, Assessment and Reporting

1.3 Program Outreach

1.4 Phase III Technology Transition and the Commercialization Pilot program Support

G-6 The Task Order Monitor (TOM) for this task order is as follows:

Joseph Misanin, Deputy Director, Program Operations, 201 12th Street South, Suite 406, Arlington, VA 22202 joseph.misanin@osd.mil 703.604.0157 x183

G-7 The Contract Specialist for this task order is as follows:

Sharon B. Roberson, ITCN00C SPAWARSSYSCEN NOLA 2251 Lakeshore Drive New

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Orleans, LA 70145 Sharon.roberson@navy.mil 504-697-1308

G-8 The Contracting Officer for this task order is as follows:

Edward V. Wallace SPAWARSSYSCEN NOLA 2251 Lakeshore Drive New Orleans, LA
70145 Ed.wallace1@navy.mil 504-697-5594

Accounting Data
SLINID PR Number Amount

1001 1021556.81
LLA :
AA 97 70400.1120 p7518 0403 2523 s49447 dwam70369
Standard Number: DWAM70639

BASE Funding 1021556.81
Cumulative Funding 1021556.81

MOD 01

1001 (75000.00)
LLA :
AA 97 70400.1120 p7518 0403 2523 s49447 dwam70369
Standard Number: DWAM70639

3000 75000.00
LLA :
AB 97 70400.1120 p7518 0403 2523 s49447 dwam70369

MOD 01 Funding 0.00
Cumulative Funding 1021556.81

MOD 02

100101 946556.81
LLA :
AA 97 70400.1120 p7518 0403 2523 s49447 dwam70369

100102 838879.64
LLA :
AB 97 80400.1120 P8518 2523 S49447 DWAM80336

300001 75000.00
LLA :
AA 97 70400.1120 p7518 0403 2523 s49447 dwam70369

300002 82230.32
LLA :
AB 97 80400.1120 P8518 2523 S49447 DWAM80336

MOD 02 Funding 1942666.77
Cumulative Funding 2964223.58

MOD 06

100201 644340.00
LLA :

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AC 97 08 0400.1120 P8518 0000 0403 2523 S49447 DWAM80882
Standard Number: DWAM80882

300101 25000.00
LLA :
AC 97 08 0400.1120 P8518 00000 0403 2523 S49447 DWAM80882

MOD 06 Funding 669340.00
Cumulative Funding 3633563.58

MOD 09

100201 90.00
LLA :
AC 97 08 0400.1120 P8518 0000 0403 2523 S49447 DWAM80882
Standard Number: DWAM80882

100202 1351992.85
LLA :
AD 97 09 0400.1120 P9518 00000 0403 2523 849447 DWAM90288

300102 135374.93
LLA :
AD 97 09 0400.1120 P9518 00000 0403 2523 849447 DWAM90288
Standard Number: DWAM90288

MOD 09 Funding 1487457.78
Cumulative Funding 5121021.36

MOD 10

100102 (46810.30)
LLA :
AB 97 80400.1120 P8518 0403 2523 S49447 DWAM80336

100201 (90.00)
LLA :
AC 97 08 0400.1120 P8518 00000 0403 2523 S49447 DWAM80882

100202 25090.00
LLA :
AD 97 09 0400.1120 P9518 00000 0403 2523 S49447 DWAM90288

300002 46810.30
LLA :
AB 97 80400.1120 P8518 0403 2523 S49447 DWAM80336

300003 119762.00
LLA :
AE 97 08 0400.1120 P8518 00000 0403 2523 S49447 DWAM81021
Standard Number: DWAM81021

MOD 10 Funding 144762.00
Cumulative Funding 5265783.36

MOD 11

100301 321490.00
LLA :
AF 97 09 0400.1120 P9518 00000 0403 2523 S49447 DWAM90848
Standard Number: DWAM90848

300201 4000.00
LLA :
AF 97 09 0400.1120 P9518 00000 0403 2523 S49447 DWAM90848
Standard Number: DWAM90848

MOD 11 Funding 325490.00
Cumulative Funding 5591273.36

MOD 12

100302 1300149251 400000.00

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LLA :
AG 97 10 0400.1120 P0518 00000 0403 2523 S49447 DWAM00081
Standard Number: DWAM00081
MIPR

MOD 12 Funding 400000.00
Cumulative Funding 5991273.36

MOD 13

100303 1300164684-0001 1378660.85
LLA :
AH 97 10 0400.1120 P0518 00000 0403 2523 S49447 DWAM00401
Standard Number: DWAM00401

300202 1300164684-0001 159582.42
LLA :
AH 97 10 0400.1120 P0518 00000 0403 2523 S49447 DWAM00401
Standard Number: DWAM00401

MOD 13 Funding 1538243.27
Cumulative Funding 7529516.63

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 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.

H-2 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-3 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

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software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

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

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

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

(c) patent or pending patent application number;

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

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

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

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

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

(j) 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-4 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

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

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

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

d. (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

e. The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the Seaport/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

k. The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

l. The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

m. The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.

n. Compliance with this requirement is a material requirement of the basic contract and this task order.

All contractors are required to obtain Common Access Card (CAC). Contract Facility Security Officer will send copy of VAL to government identified Trusted Agent (TA) for all new employees and also for CAC renewals. Request will contain contractor first, last and middle name as well as Social Security Number, Date of Birth and email address. Email address of Human Resource Manager can be given. TA will input information into Contractor Verification System (CVS). TA will supply temporary username/password to contractor. Contractor will log into CVS and complete application. TA will either reject or approve completed application in CVS. If approved, contractor information will be input in DEERS and contractor will be notified that they can make appointment with local CAC issuance office. Appointment must be made prior to going to CAC office. Contractor is required to provide two (2) forms of

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identification to CAC office.

Upon completion of the contract, or a contract employee's termination the CAC card shall be returned to TA.

H-5 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-6 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 subcontractor's 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.

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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.

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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-7 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).

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(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.

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

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

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

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(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-8 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.

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H-9 During the period of performance, any successful bidder for this contract shall be excluded from submitting SBIR or STTR proposals to the Department of Defense.

H-10 DFARS 252.239-7001, INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

a. The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within _30_ days)

I-2 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-3 PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

a. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

b. The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

I-4 PRIVACY ACT NOTIFICATION (FAR 52.224-1) (APR 1984)

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The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

I-5 PRIVACY ACT (FAR 52.224-2) (APR 1984)

a. The Contractor agrees to –

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies –

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

b. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

c. (1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying

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particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

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SECTION J LIST OF ATTACHMENTS

Cost Plus Award Fee

Supporting Cost Data

Color Rating of Technical Evaluation Factors

Award Fee Section B-4