

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4501	2. DELIVERY ORDER NO. FY01	3. EFFECTIVE DATE 07/26/2006	4. PURCHASE REQUEST NO. N00253-06-NR-55496
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5. ISSUED BY NUWC, KEYPORT DIVISION Carolyn J Evonick 182 610 Dowell Street Keyport, WA 98345-7610 EvonickCJ@kpt.nuwc.navy.mil 360-315-3586 Ext.	CODE N00253	6. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO, CA 92111-2241	CODE S0514A
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7. CONTRACTOR Predicate Logic 9619 Chesapeake Drive, Ste 200 San Diego, CA 92123-1329	CODE OVWP6	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381	CODE HQ0339
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Predicate Logic

Steven E. Keller,
President

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

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

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Carolyn J Evonick CONTRACTING/ORDERING OFFICER	07/26/2006	22. TOTAL \$159,929
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

GENERAL INFORMATION

Subject Task Order is awarded and provides for incremental funding as follows:

CLIN	TOTAL Labor	TOTAL ODC	ACRN	LOA
1001	\$92,000.00		AA	1761804 8D4D 253 SASUB 0068342 2D 000000 14DH20000H20
3001		\$8,000.00	AA	1761804 8D4D 253 SASUB 0068342 2D 000000 14DH20000H20

The period of performance is changed to read:

Base Year: 26 July 2006 - 25 July 2007

Option Year 1: 26 July 2007 - 25 July 2008

Option Year 2: 26 July 2008 - 25 July 2009

Option Year 3: 26 July 2009 - 25 July 2010

Option Year 4: 26 July 2010 - 25 July 2011

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES						
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	(BASE YEAR) LABOR to provide IA Trusted Agent Support in accordance with the Statement Of Work. (TBD)		1.0 LH	\$135,125	\$10,702	\$145,827
100001	Incremental Funding (Award)					
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	(OPTION YEAR 1) LABOR to provide IA Trusted Agent Support in accordance with the Statement Of Work. (TBD) Option		1.0 LH	\$168,474	\$13,343	\$181,817
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1200	(OPTION YEAR 2) LABOR to provide IA Trusted Agent Support in accordance with the Statement Of Work. (TBD) Option		1.0 LH	\$210,053	\$16,636	\$226,689
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	(OPTION YEAR 3) LABOR to provide IA Trusted Agent Support in accordance with the Statement Of Work. (TBD) Option		1.0 LH	\$261,894	\$20,742	\$282,636
Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	(OPTION YEAR 4) LABOR to provide IA Trusted Agent Support in accordance with the Statement Of Work. (TBD) Option		1.0 LH	\$326,529	\$25,861	\$352,390
3000	(BASE YEAR) ODCs to provide IA Trusted Agent Support in accordance with the Statement Of Work. (TBD)		1.0 Lot	\$14,102		
300001	Incremental Funding (Award)					
3100	(OPTION YEAR 1) ODCs to provide IA Trusted Agent Support in accordance with the Statement Of Work. (TBD) Option		1.0 Lot	\$15,512		
3200	(OPTION YEAR 2) ODCs to provide		1.0 Lot	\$17,063		

IA Trusted Agent
Support in
accordance with
the Statement Of
Work. (TBD)
Option

6000 (OPTION YEAR 3) 1.0 Lot \$18,770

ODCs to provide
IA Trusted Agent
Support in
accordance with
the Statement Of
Work. (TBD)
Option

6100 (OPTION YEAR 4) 1.0 Lot \$20,647

ODCs to provide
IA Trusted Agent
Support in
accordance with
the Statement Of
Work. (TBD)
Option

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 BACKGROUND:

The Naval Undersea Warfare Center (NUWC) Division Keyport is responsible to provide Information Assurance Support for various Navy and DoD programs. This support includes Trusted Agent support as part of the DoD Intelligence Information Systems Security Certification & Accreditation (C&A) process.

The contractor shall perform all tasks required and delineated in this SOW to support Trusted Agent testing, analysis and technical support to NUWC Division Keyport, Code 431.

2.0 REFERENCES:

- a. DoD Intelligence Information Systems Security Certification & Accreditation Guide, DS-2610-142-01
- b. Director of Central Intelligence Directive (DCID) 6/3, "Protecting Sensitive Compartmented Information Within Information Systems."

3.0 DESCRIPTION OF SERVICES:

The contractor shall provide the various subtasks as described below. This task may require full or part-time support on an intermittent basis.

3.1 Task A: Information Assurance (IA) Trusted Agent Testing Support.

For estimating purposes, assume 10 actions, 80 hours each in the base year with a twenty percent growth in actions for each option year.

3.1.1 In accordance with References (a) and (b), provide IA Trusted Agent testing support. This support may include but is not limited to: coordinating with certifying organization(s), developing certification test plans/procedures and other required documentation; conducting and/or overseeing security testing of NUWC Division Keyport or NUWC Division Keyport customer systems and networks; and analyzing/documenting test results. Specific IA Trusted Agent Testing Support requirements and schedules for completion will be provided to the contractor via e-mail from the technical point of contact.

3.1.2 The contractor may be required to travel in support of this task. The anticipated travel schedule is listed in SOW paragraph 3.3.

3.1.3 The contractor shall provide a monthly status report in Contractor format to the Technical Representative and Task Order Manager via e-mail on a monthly basis during any time period for which there is an outstanding action. Monthly reports shall provide evidence that contractor is managing and controlling costs within contractor control such that funds budgeted for each task area cover services through the length of the task order and the PM is proactive in suggesting cost saving measures..

3.2 Task B: IA Trusted Agent Analysis and Technical support.

For estimating purposes, assume 10 actions, 80 hours each in the base year with a twenty percent growth in actions for each option year.

3.2.1 The contractor shall provide on-site and/or remote IA Trusted Agent Analysis and Technical support to satisfy NUWC Division Keyport or NUWC Division Keyport customer requirements. Examples of such support include: conducting system and network security assessments; analyzing the effectiveness of current or proposed IA safeguards; providing white papers, presentations, drawings or other required analysis/documentation needed in support of IA Certification & Accreditation requirements; and providing technical support to correct deficiencies or improve the security posture of systems and networks. All requirements for IA Analysis and Technical Support and schedules for completion will be provided to the contractor via e-mail from the technical point of contact.

3.2.2 The contractor may be required to travel in support of this task. The anticipated travel schedule is listed in SOW paragraph 3.3.

3.2.3 The contractor shall provide a monthly status report in Contractor format to the Technical Representative and Task Order Manager via e-mail on a monthly basis during any time period for which there is an outstanding action. Monthly reports shall provide evidence that contractor is managing and controlling costs within contractor control such that funds budgeted for each task area cover services through the length of the task order and the PM is proactive in suggesting cost saving measures.

3.3 Travel Estimates to Support paragraphs 3.1 and 3.2.

Destination # Travelers, Trips, Days, Task

Keyport, WA 2, 2, 5 each, A,B

Newport, RI 2, 2, 5 each, A,B

Washington DC 2, 10, 5 each, A,B

Destinations may include, but are not limited to the above list.

4.0 PERFORMANCE REQUIREMENTS SUMMARY MATRIX

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

PERFORMANCE OBJECTIVE SOW PARAGRAPH PERFORMANCE THRESHOLD

Accuracy 3.1.1, 3.2.1 Documentation shall be delivered and accepted for accuracy so that it is deemed acceptable by accreditation authorities..

Schedule 3.1.1, 3.2.1 Requirements of the task are completed within the provided schedule. If a requirement can not be completed within the given time frame, extension requests must be approved by the technical point of contact.

Personnel Qualifications 3.1.1, 3.2.1 Personnel shall be qualified so that the technical representative or the task order manager does not receive complaint or notification by accreditation authority.

Security Clearances 7.1.1 Personnel arrive with proof of clearance to accomplish scope of technical work. No schedule delays due to inadequate qualified personnel.

Progress Reports Deliverable 3.1.2; 3.2.2 90% of document deliveries are received on time. 100% of documents will be delivered within five (5) working days.

5.0 GOVERNMENT FURNISHED PROPERTY: No government property is provided.

6.0 QUALITY ASSURANCE REQUIREMENTS: Standard Inspection.

7.0 SECURITY:

7.1 Security Classification of Equipment, Components, Spaces and Documents: The Equipment, Space or Document is classified and subject to the applicable provisions of DOD 5220.22M, Industrial Security Manual; SECNAVINST 5530.36, Information Security Program Regulation (17 Mar 99); SECNAVINST 5530.30A, Personnel Security Program; the NUWC Information and Personnel Security Instruction NUWCKPTINST 5510, the NUWC Information Systems Security Program Manual NUWCKPTINST 5239.2, and the NUWC Physical Security and Force Protection Instruction NUWCKPTINST 5530.

7.1.1 Contractor personnel supporting this task order will require a minimum personnel security clearance level of TOP SECRET.

7.1.2 Spaces: SECRET

7.1.3 Equipment: SECRET

7.1.4 Documents: SECRET

8.0 GENERAL REQUIREMENTS:

8.1 Travel Requirements (For Estimating Purposes): All travel outside of the local commuting area of the contractor location shall be authorized in advance by the Technical Representative or designated representative. Some assignments may occur simultaneously. The Government contemplates travel to various locations; see SOW paragraph 3.3. The estimated number of trips, personnel and durations are provided as an estimate for the purposes of allowing all offerors to have a common basis for understanding travel requirements. For estimating purposes, assume a ten percent growth number of trips for each option year. Destinations may include, but are not limited to those listed.

8.2 Overtime: Overtime is neither anticipated nor authorized at this time. Any overtime for task order performance must be authorized, in advance, by the Ordering Officer.

8.3 Contractor Access: It is expected that the majority of work on these tasks will be performed at the contractor location. For work that must be performed on-site, the contractor will be provided access to Government workspaces, workstations, equipment and information, as required for task performance.

9.0 ACCESSIBILITY STANDARDS : All electronic and information technology (EIT) procured through this RFQ and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.accessboard.gov/sec508/508standards.htm> - Part 1194.

This requirement includes the development, maintenance, and/or use of EIT products/services, therefore, any proposal submitted in response to this RFQ must demonstrate compliance with the established EIT Accessibility Standards. 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 CFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

BUDGETARY INFORMATION: The contractor shall notify the TOM and Technical Representative when the work expended has reached 75% of the funded amount.

11. PLACE OF PERFORMANCE: Contractor location and NUWC Division Keyport, as required

12. PERIOD OF PERFORMANCE: Date of Award plus 12 months. Options include four (4), one (1) year periods. Options to be exercised prior to performance.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be accordance with Section D of the IDIQ contract.

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the IDIQ contract.

1.0 QUALITY CONTROL

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained and made available to the Task Order Manager (TOM) upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and any corrective action taken as the result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

2.0 QUALITY ASSURANCE

The Government will monitor the Contractor's performance. The Government reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer. The TOM will be appointed to coordinate the overall quality assurance of technical compliance.

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Base Year: 1 July 2006 through 30 June 2007 (FY06)

Option Year 1: 1 July 2007 through 30 June 2008 (FY07)

Option Year 2: 1 July 2008 through 30 June 2009 (FY08)

Option Year 3: 1 July 2009 through 30 June 2010 (FY09)

Option Year 4: 1 July 2010 through 30 June 2011 (FY10)

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
100001	61986234	92000.00
LLA : AA 17618048D4D253SASUB00683422D00000014DH20000H20		
300001	61986234	8000.00
LLA : AA 17618048D4D253SASUB00683422D00000014DH20000H20		

Inspection and Acceptance shall be in accordance with Section G of the IDIQ contract.

TASK ORDER MODIFICATIONS: The Contractor shall not perform work that is considered to be outside the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by Government personnel other than the Contracting Officer that the Contractor considers to be outside the scope of the requirements of this Task Order, the Contractor shall promptly notify both the TOM and the Contracting Officer. No work shall begin until the issue has been resolved.

TASK ORDER MANAGER

Ms. Virginia Rains, 02A

610 Dowell Street

Keyport, WA 98365

Phone: (360) 315-2235

Fax: (360) 396-1543

CONTRACTING OFFICER

Ms. Carolyn Evonick

610 Dowell St

Keyport, WA 98345

Ph: 360-315-3586/Fax: 360-396-7036

E-Mail: evonickcj@kpt.nuwc.navy.mil

SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H Clauses shall be in accordance with Section H of SeaPort Multiple Award IDIQ contracts.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be estimated based on the historical data provided with Section C for total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are

submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	CPFF	M/HS	EST. POP
1000	85,248	6,752	92,000	1	7/26/2006 - 7/25/2007
3000			8,000		7/26/2006 - 7/25/2007

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLIN(s)/SLIN(s) are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government,

or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contractor 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 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 order 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 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 cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to complete 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 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 Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full

disclosure in writing to the Contracting Officer, the Government may terminate this contract 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 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 delivery 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 this contract.

(n) Compliance with this requirement is a material requirement of this contract

SECTION I CONTRACT CLAUSES

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within ten (10) days prior to task order expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 four years.

52.219-1 -- Small Business Program Representations.

As prescribed in 19.308(a)(1), insert the following provision:

Small Business Program Representations (May 2004)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.

(2) The small business size standard is \$23 M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it * is, * is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It * is, * is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It * is, * is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate of the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror

shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that 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 criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

52.219-6 Notice of Total Small Business Set Aside (June 2003)

52.222-41 Service Contract Act (July 2005)

52.224-1 Privacy Act Notification (April 1984)

52.224-2 Privacy Act (April 1984)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

SECTION J LIST OF ATTACHMENTS

DD254 Requirements

Wage Determination

Cost Summary Format