

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4568	2. DELIVERY ORDER NO. EJG2	3. EFFECTIVE DATE 09/25/2008	4. PURCHASE REQUEST NO. N62583-08-NR-55303	Rating Unrated
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5. ISSUED BY SPECIALTY CENTER ACQUISITIONS NAVFAC CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD BLDG 850 PORT HUENEME CA 93043-4347 maya.maxies-clemons@navy.mil 805-982-5054	CODE N62583	6. ADMINISTERED BY DCMA SEATTLE CORPORATE CAMPUS EAST III, 3009 112TH AVE., NE, SUITE 200 BELLEVUE WA 98004-8019	CODE S4801A
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7. CONTRACTOR Sound & Sea Technology, Inc. 11931 Maplewood Ave. Edmonds WA 98026-0000	CODE 1TQX3	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381	CODE HQ0339
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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.

Sound & Sea Technology, Inc.	Judith Meggitt President
NAME OF CONTRACTOR	SIGNATURE
	TYPED NAME AND TITLE
	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Carolyn M Contreras	09/25/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$1,199,993.00
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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		

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GENERAL INFORMATION

Work shall be performed in accordance with the Performance Work Statement in Section C.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1000	Development of the Expeditionary Swimmer Defense System. (RDT&E)	1.0 Lot	\$1,146,016.00	\$53,977.00	\$1,199,993.00
100001	FUND ACRN AA Funding Doc. No. N0002408WX12560				
100002	FUND ACRN AB Funding Doc. No. N6921808RCH0155				

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

EXPEDITIONARY SWIMMER DEFENSE SYSTEM (XSDS)

1.0 INTRODUCTION

Protecting U.S. Navy ship assets is the Navy's highest Anti-Terrorism/Force Protection priority. The Expeditionary Swimmer Defense System (XSDS) will provide a viable deployable system for protecting critical infrastructure and military assets from surprise maritime terrorist attacks in both foreign and domestic ports. The system will detect and defend against surface and subsurface threats. The full program will develop a final design and conduct prototype testing of an XSDS.

2.0 SCOPE

This Contract Action provides funding for an initial development effort. This will:

- a. Develop detailed performance and design requirements for the XSDS using input from fleet forces, including selection of primary detection technologies, barrier concepts, and supporting response systems
- b. Develop preliminary designs for key subsystems (detection barrier and alarm system).
- c. Demonstrate prototypes of those key subsystems in the water at Naval Station Everett, WA

The Contractor shall provide all personnel, materials, equipment, and facilities necessary to complete all tasks as specified in Section 4.0 - Tasks. A detailed schedule for performing the tasks shall be provided.

3.0 GOVERNMENT FURNISHED INFORMATION AND HARDWARE.

The government will provide all relevant technical data on the instrumented barrier, alarm system and related technologies.

It is anticipated that some of the communication performed under this effort will be classified. The Government will document classification requirements as needed. A DoD Contract Security Classification Specification (DD Form 254) will be completed and signed as part of this SOW package.

The Government will provide crane support to the project in an amount not to exceed \$5,000.

The Government will provide the environmental permits for the test operations.

4.0 TASKS

4.1 XSDS Performance Requirements

The Contractor shall obtain and utilize fleet inputs to prepare detailed performance requirements for the XSDS. The requirements document shall be at a level at least similar to that found in a Capability Development Document (CDD), with site- and mission-derived details to support a System Performance

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Specification. The requirements shall include a top-level concept of operations (ConOps) for the use of the XSDS, including general deployment processes and interaction with fleet forces both ashore and afloat. This task will also define the term expeditionary based on user requirements.

The Contractor shall document the derived requirements in contractor format.

4.2 Preliminary XSDS Design

The Contractor shall conduct an updated review of the state-of-the-art in swimmer defense to determine what technologies are available to support the total XSDS concept. The Contractor shall prepare a system-level preliminary design for the XSDS consistent with the ConOps developed in Task 4.1 That system-level preliminary design shall outline the interfaces between the core XSDS instrumented barrier system and supporting sensor and response technologies, as well as detailing the planned support requirements from fleet forces and commercial assets.

In the context of the system-level preliminary design, the Contractor shall develop preliminary designs for the core XSDS sensor sub-systems (detection barrier (XDB), floats/anchors (XFA), and alarm system (XAS)). The Contractor also shall prepare concepts and designs for the packaging and deployment of the system. The results of the XSDS Preliminary Design task shall be documented in contractor format and presented to the government at a Preliminary Design Review.

4.3 Prototype XSDS Subsystems

The Contractor shall build and bench test the prototypes of the core XSDS subsystems (XDB, XFA and XAS). The XDB development shall include a first sample, approximately 8x8 ft, that will be used for laboratory testing of fatigue, handling, etc. That sample also will be the first demonstration of the net assembly process. The XDB development shall produce three approximately 50x50 ft panels for use in the pierside prototype design validation testing to follow. The XAS development will include a suite of hardware suitable for operation from a pierside van in support of the prototype design validation testing to follow. The XAS shall include sufficient channels to monitor three each 50x50 ft XDB panels and their connecting cables. The XFA hardware need not provide the full preliminary design functions, but only needs to support the XDB panels for the pierside testing.

4.4 Subsystem Prototype Design Validation Testing

The Contractor shall develop a test plan in Contractor format for the pierside validation test. After review and approval by the government, the Contractor shall conduct an in-water design validation pierside test of the combined XDB, XFA and XAS subsystems at Naval Station Everett. The test shall include installation of the three prototype XDB panels, supported and anchored by mockup XFA hardware as required. The panels shall be monitored by the XAS pierside. The packaging and deployment capability of the system shall be demonstrated by scale drawings based on the preliminary designs.

Divers shall conduct simulated attacks on the XDB panels, both on the panels and at the seams. The attempted intrusions shall be detected and reported by the XAS. The diver operations will be video-recorded, either by other divers or by ROV. The tests will not include attempts to climb over, swim around or dig under the panels.

It is estimated the tests will require approximately 5 days of in-water operations, plus 2 days for setup and 2 days for recovery of all the hardware. As part of the in-water operations, the Contractor shall host a VIP Demonstration Event. The Contractor shall brief attendees on the capability and report on the diver operations.

The Contractor shall document the in situ test in contractor format, including still photos and video, both above and underwater.

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4.5 Final Report

The Contractor shall document this effort in contractor format.

4.6 Monthly Progress Reports

The Contractor shall provide NFESC with an unclassified written monthly report describing progress on each assigned task, status of expenditures and any issues. The Contractor shall note any cost or schedule variances in the project.

5.0 DELIVERABLES AND SCHEDULE

Reports and briefing material shall be prepared using Microsoft Office software. Design/technical drawings shall be provided in Solidworks format. All deliverables shall be provided as electronic files on CD, plus one reproducible hardcopy.

Materials shall be delivered either in hardcopy or by encrypted e-mail (PKI).

Deliverable	SOW Task	Deliverable	Description	Due Date (DACA)
A001	4.0 Kickoff Meeting	Meeting	Meeting minutes will list attendees and describe conclusions, recommendations, and action items	15
A002	4.1 Requirements Report	Report	Requirements capture the user's performance requirements for the capability.	60
A003	4.2 System Level Preliminary Design	Report	Outlines the interfaces between the core barrier system and supporting sensor and other support requirements.	130
A004	4.2 Preliminary Subsystem Designs	Report	Describes the design requirements for the detection barrier, floats/anchors, and alarm system.	130
A005	4.2 Preliminary Design Review	Meeting	Meeting minutes will list attendees and describe conclusions, recommendations, and action items	140
A006	4.4 Test Plan	Report	Describes in detail the approach for conducting assessment events. Methodology is described, test scenarios are developed and explained, and assessment objectives are listed.	300

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A007	4.4 VIP Demonstration Event	Meeting	Meeting minutes will list attendees and describe in detail events of the demonstration.	410
A008	4.4 In Situ Test Report	Report	Describes in detail the events of the validation test. Report should include applicable topics as follows: purpose, approach, execution, data summaries, analysis, conclusions, and recommendations for improvements.	420
A009	4.5 Final Report (Draft)	Draft Report	Describes in detail the events of the entire effort. Report should include applicable topics as follows: purpose, approach, execution, data summaries, analysis, conclusions, and recommendations for improvements.	450
A010	4.5 Final Report	Final Report	Describes in detail the events of the entire effort. Report should include applicable topics as follows: purpose, approach, execution, data summaries, analysis, conclusions, and recommendations for improvements.	470
A011	4.6 Monthly Reports	E-mail memo	On a monthly basis, the report shall describe progress on each task, status of expenditures, and any issues. Any cost or schedule variances shall be noted.	By 5 th of each month

DACA = Days after contract award

Unclassified deliverables shall be delivered to:

Naval Facilities Engineering Service Center
Code EX30
Attn: Dan McCambridge or Tim McEntee
1100 23rd Avenue
Port Hueneme, CA 93043-4327

Classified deliverables shall be handled/marked in accordance with contract DD254.

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Acceptance Process

NFESC will provide written acceptance, comments, and/or change requests, if any, within 10 working days from receipt, of all required deliverables. The Contractor shall have five (5) working days, upon receipt of comments, to respond and re-submit the deliverable(s) to NFESC.

Government acceptance of a required Contract deliverable will be deemed if such written acceptance, comments, and/or change request are not provided.

6.0 NAVY TECHNICAL REPRESENTATIVE (NTR)

The Navy Technical Representatives (NTR) for this delivery order are Mr. Dan McCambridge, EX32, telephone: 805-982-1296, e-mail dan.mccambridge@navy.mil or Mr. Tim McEntee, EX32, telephone: 805-982-1551, email timothy.mcentee@navy.mil.

7.0 PERIOD OF PERFORMANCE

The period of performance is approximately 16 months from date of award.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award Basic Contract.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ Basic Contract for Cost Plus Fixed Fee Task Orders. Packaging and marking shall be in accordance with Section D of the Seaport-e Multiple Award IDIQ Basic Contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

All provisions and clauses in Section F of the basic contract apply to this task order, unless otherwise specified in this task order.

F.1 - CLIN - Performance Periods

Services to be furnished hereunder shall be performed and completed as follows:

Base Year: Task order start date through 16 months thereafter.

F.2 - Place of Performance

Work will be performed at the Contractor's facility with demonstrations to take place at Naval Station Everett, Washington.

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SECTION G CONTRACT ADMINISTRATION DATA

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor guides “Quick Reference” are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC’s, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types:
http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html

WAWF Invoice Type:	Combo
Issuing Office DODAAC	N62583
Admin Office DODAAC:	N62583
Inspector DODAAC	N69218
Acceptor DODAAC	N69218
Ship to DODAAC	N69218
Local Processing Office (applicable if DFAS DoDAAC begins with an “N”):	N62583
DCAA Office DODAAC (Used on Cost Voucher’s only):	N/A
Paying Office DODAAC:	N68342

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
Maya Maxies-Clemons	Maya.maxies-clemons@navy.mil	805-982-5054	Acceptor
SCAN Global Invoice Address	NAVFAC_SW_SCCC_INVOICE@navy.mil	N/A	LPO
Timothy McEntee	Timothy.Mcentee@navy.mil	805-982-1551	Inspector
Dan McCambridge	Dan.McCambridge@navy.mil	805-982-1296	Inspector
NFESC PA’s	nfescapas@navy.mil	N/A	Inspector

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G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

Contractors: Fill-in the information required below and submit it as an attachment to your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Dallas Meggitt

Title: Technical Director

Mailing Address: 3507 Shelby Road, Lynnwood, VA 98087

E-mail Address: dmeggitt@soundandsea.com

Telephone: (425) 743-1282

FAX: (425) 742-5643

G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Tim McEntee

Code: EX

Mailing Address: 1100 23rd Avenue Port Hueneme, CA 93043-4370

Telephone: (805) 982-1551

DSN: 551-1551

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

CONTRACTING OFFICER: Soledad Credo, (805) 982-2840, Soledad.Credo@navy.mil
Specialty Center Acquisitions, NAVFAC (SCAN), Code RAQN0, Naval Base Ventura County, 1205 Mill Rd, Bldg 850, Port Hueneme, CA. 93043-4347

CONTRACT SPECIALIST: Maya Maxies-Clemons, (805) 982-5054, Maya.maxies-clemons@navy.mil
Specialty Center Acquisitions, NAVFAC (SCAN), Code RAQN0, Naval Base Ventura County, 1205 Mill Rd, Bldg 850, Port Hueneme, CA. 93043-4347

G134 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

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Accounting Data

SLINID	PR Number	Amount
100001		1199748.29
LLA :		
AA 1781319 75XZ 253 SASLM 0 068342 2D 002060 9C23A000CON0		
Standard Number: N0002408WX12560		
100002		244.71
LLA :		
AB 97X4930 NH5A 000 77777 0 068894 2F 000000 00008RCH0155		
Standard Number: N6921808RCH0155		

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All applicable provisions and clauses in Section H of the basic contract apply to this task order unless otherwise specified in the task order.

H-1 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 SBAs 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.

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

- (a) Definition. "Small business concern" as used in this clause, 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 size standards in this solicitation.
- (b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.
- (c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

Subcontractors Manhours

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they work for whenever making

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contact with Government personnel by telephone or other electronic means.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

H. 6 ACCESS TO GOVERNMENT SITES

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any government site. The contractor shall ensure that contractor personnel employed on any government site become familiar with and obey activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

(b) All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

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H.7 CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this contract.

(b) The contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

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SECTION I CONTRACT CLAUSES

All applicable provisions and clauses in Section I of the basic contract apply to this task order, unless otherwise specified in this task order. In accordance with the SeaPort-e Multiple Award basic contract for a Cost Plus Fixed Fee Task Orders.

CLAUSES INCORPORATED BY REFERENCE

52.216-24 LIMITATION OF GOVERNMENT LIABILITY

52.216-25 CONTRACT DEFINITIZATION

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 2003)

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Performance Requirements Matrix

Attachment 2: DOD Contract Security Classification Specification