

DELIVERY ORDER

FINAL

| | | | |
|-------------------------------------|---------------------------------|--|---|
| 1. CONTRACT NO. N00178-04-D-4020 | 2. DELIVERY ORDER NO. 000218 | 3. EFFECTIVE DATE ORIG 12/01/2004 MOD 07/31/2008 | 4. PURCHASE REQUEST NO. N00253-08-MR-68427 |
|-------------------------------------|---------------------------------|--|---|

| | | | |
|---|----------------|--|----------------|
| 5. ISSUED BY NUWC, KEYPORT DIVISION 610 Dowell Street Keyport WA 98345-7610 paul.grdina@navy.mil 360-315-8471 | CODE N00253 | 6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342 | CODE S2404A |
|---|----------------|--|----------------|

| | | | |
|--|---------------|----------|---|
| 7. CONTRACTOR BearingPoint, Inc. 1676 International Drive McLean VA 22102 | CODE 1THQ9 | 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, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264 | CODE HQ0338 |
|------------------------------|--|----------------|

| | | | |
|-------------------|---|---|---|
| 13. TYPE OF ORDER | D | X | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract. |
|-------------------|---|---|---|

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

| | | | |
|--------------------|-----------|----------------------|-------------|
| BearingPoint, Inc. | | | 08/06/2008 |
| 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: /s/Monique A. Klose 08/06/2008 CONTRACTING/ORDERING OFFICER | 22. TOTAL \$1,942,139.76 |
|---|---|-----------------------------|

| 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

The purpose of this modification is to decrease CLINs 0001AK as follows;

- SLIN 0001AK is decreased from \$19,038 by \$46.82 for a new total of \$18,991.18.

See sections B and G for revised CLINs and accounting and appropriation data.

As a result of this modification the total ceiling amount is reduced from \$1,942,186.58 by \$46.82 for a new ceiling amount of \$1,942,139.76.

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

The total amount of funds obligated to the task is hereby decreased by \$46.82 from \$1931964.58 to \$1931917.76.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|---|-----|------|------------|------------|--------------|
| 0001 | | | | | \$414,577.78 |
| 0001AA | 1.0 | Lot | ██████████ | ██████████ | \$75,000.00 |
| Base Period - Provide personnel and administration to support Strategic and Business Planning, Financial Management Analysis and Support, Program Management, Business Process Reengineering and Acquisition and Project Management in accordance with the Statement Of Work (SOW). (WCF) | | | | | |
| 0001AF | 1.0 | Lot | ██████████ | ██████████ | \$100,000.00 |
| The purpose of this CLIN is to fund services under CLIN 0001AA. (RDT&E) | | | | | |
| 0001AG | 1.0 | Lot | ██████████ | ██████████ | \$145,586.60 |
| MOD 17 decreases this CLIN from \$145,654.00 by \$67.40 for a new total of \$145,586.60. The purpose of this SCLIN is to fund services under SCLIN 0001AA. (WCF) | | | | | |
| 0001AH | 1.0 | Lot | ██████████ | ██████████ | \$75,000.00 |
| Incremental Funding for SCLIN 0001AA. (RDT&E) | | | | | |
| 0001AJ | 1.0 | Lot | \$0.00 | \$0.00 | \$0.00 |
| This SLIN extends the base period of performance to 15 Dec 2005, increases the ceiling, and fully funds the CLIN 0001AA. (WPN) | | | | | |
| 0001AK | 1.0 | Lot | ██████████ | ██████████ | \$18,991.18 |
| MOD 18 reduces this CLIN from \$19,038 by \$46.82 for a new total of \$18,991.18. This administrative funding modification changes the line of accounting (LOA) on SLIN 0001AJ. That LOA has been 'zero' out and replace with SLIN 0001AK. (WPN) | | | | | |

For FFP Items:

| Item | Qty | Unit | Unit Price | Total Price |
|---|-----|------|--------------|----------------|
| 0002 | | | | \$1,802,815.00 |
| 0002AA | 1.0 | Lot | \$349,960.00 | \$349,960.00 |
| Option Period One - Provide personnel and administration to support Strategic and Business Planning, Financial Management Analysis and Support, Program Management, Business Process Reengineering and Acquisition and Project Management in accordance with the Statement Of Work (SOW). Payment will be made monthly for the previous month as follows: 16 Dec 2005 to 31 Dec 2005 - \$15,215.70 | | | | |

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January 2006 through November 2006 - \$30,431.30 per month. (WPN)

0002AB 1.0 Lot \$196,163.00 \$196,163.00

Option Period Two - Provide personnel and administration to support Strategic and Business Planning, Financial Management Analysis and Support, Program Management, Business Process Reengineering and Acquisition and Project Management in accordance with the Statement of Work (SOW). Invoicing will be monthly for the previous month at \$28,946.25 per month. Modification 0011 adds \$10,317.33 to the monthly invoiced amount for December 2006 through October 2007. For the month of November 2007 only the additional invoice amount is \$10,317.37. (WPN)

0002AC 1.0 Lot \$130,000.00 \$130,000.00

Exercise Option Period Three - Provide personnel and administration to support Strategic and Business Planning, Financial Management Analysis and Support, Program Management, Business Process Reengineering and Acquisition and Project Management in accordance with the Statement of Work (SOW) for a fixed price of \$456,903. Invoicing will be monthly for the previous month at \$38,075.52 per month. CLIN 0002AJ and 0002AK provides additional funding. (WPN)

0002AD 1.0 Lot \$444,779.00 \$444,779.00

Option Period Four - Provide personnel and administration to support Strategic and Business Planning, Financial Management Analysis and Support, Program Management, Business Process Reengineering and Acquisition and Project Management in accordance with the Statement of Work (SOW). Invoicing will be monthly for the previous month at \$26,067.25 per month. Modification 0011 adds \$10,997.97 to the monthly invoiced amount for December 2008 through October 2009. For the month of November 2009 only the additional invoice amount is \$10,997.63. (TBD)
Option

0002AE 1.0 Lot \$80,010.00 \$80,010.00

This funds the increase in the labor costs under CLIN 0002AB as the result of modification (0011). That modification increases the scope of the statement of work. For payment purposes the modification 0011 adds \$8,890 to the monthly invoice amount for May 2006 and \$11,853.33 per month for the months of June 2006 through November 2006. (O&MN,N)

0002AF 1.0 Lot \$150,000.00 \$150,000.00

Option period two funding in support of CLIN 0002AB. (WPN)

0002AG 1.0 Lot \$75,000.00 \$75,000.00

Option period two funding in support of CLIN 0002AB. (OPN)

0002AH 1.0 Lot \$50,000.00 \$50,000.00

Option period two funding for support CLIN 0002AB. (OPN)

0002AJ 1.0 Lot \$179,419.00 \$179,419.00

Funding provided in support of CLIN 0002AC - Fixed Price Labor for option year three (3). (WPN)

0002AK 1.0 Lot \$147,484.00 \$147,484.00

Funding provided in support of CLIN 0002AC - Fixed Price Labor for option year three (3). (WPN)

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For ODC Items:

| Item | Qty | Unit | Est. Cost |
|--------|-----|------|---|
| 0003 | | | [REDACTED] |
| 0003AA | 1.0 | Lot | [REDACTED] |
| | | | Other Direct Costs (ODCs) in support of SLIN 0001AA. (WCF) |
| 0003AB | 1.0 | Lot | [REDACTED] |
| | | | Option Period One - Other Direct Costs (ODCs - Travel) in support of SLIN 0001AB. Cost reimbursable according to the Joint Travel Regulations (JTR). (O&MN,N) |
| 0003AC | 1.0 | Lot | [REDACTED] |
| | | | Option Period Two - Other Direct Costs (ODCs) in support of SLIN 0002AB. (OPN) |
| 0003AD | 1.0 | Lot | [REDACTED] |
| | | | Exercise Option Period Three - Other Direct Costs. Travel in support of SLIN 0002AC for a cost of [REDACTED]. Costs are reimbursable according to Joint Travel Regulation (JTR). Additional funding provided under CLIN 0003AM. (WPN) |
| 0003AE | 1.0 | Lot | [REDACTED] |
| | | | Option Period Four - Other Direct Costs (ODCs) in support of SLIN 0002AD. (OPN) Option |
| 0003AF | 1.0 | Lot | [REDACTED] |
| | | | MOD 17 decreases this CLIN from [REDACTED] by \$ [REDACTED] for a new total of [REDACTED]. The purpose of this SCLIN is fund ODC's in support of subCLIN 0003AA. (WCF) |
| 0003AG | 1.0 | Lot | [REDACTED] |
| | | | Option Period One - Other Direct Costs (ODCs - Travel) Incremental funding in support of SLIN 0003AB. Cost reimbursable according to the Joint Travel Regulations (JTR). (O&MN,N) |
| 0003AH | 1.0 | Lot | [REDACTED] |
| | | | Option Period One - Other Direct Costs (ODCs - Travel). Incremental funding in support of 0003AB. Cost reimbursable according to the Joint Travel Regulations (JTR). (WPN) |
| 0003AJ | 1.0 | Lot | [REDACTED] |
| | | | Option Period Two Funding - Other Direct Costs (ODCs - Travel) Incremental funding in support of SLIN 0003AC. (WPN) |
| 0003AK | 1.0 | Lot | [REDACTED] |
| | | | Option Period Two Funding - Other Direct Costs (ODCs - Travel) Incremental funding in support of SLIN 0003AC. (OPN) |
| 0003AL | 1.0 | Lot | [REDACTED] |
| | | | Option Period Two Funding - Other Direct Costs (ODCs - Travel) |

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Incremental funding in support of SLIN 0003AC. (OPN)

0003AM 1.0 Lot [REDACTED]

Funding provided in support of option year three (3) - Other Direct Costs (CLIN 0003AD). Costs are reimbursable according to Joint Travel Regulation (JTR). (WPN)

NOTE 1 - For the Base Period of performance, the period of performance shall be from 01 December 04 through 30 November 05.

NOTE 2 - CLINs 0001AB through 0001AE and 0003AB through 0003AE are Option Items and in no way are purchased under the resulting task order. Work cannot be started or performed under the Option Items without Option Exercise by the Contracting Officer. Options will be individually exercised in accordance with FAR Clause 52.217-9.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

a. Item 0001 is cost type

b. Item 0003 is cost type

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to TBD% of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee (s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Modification 0011 - ADDITIONAL REQUIREMENTS TO STATEMENT OF WORK (SOW)

Contract: N00178-04-D-4020 Task Order 0002

SOW Title: ASW Test, Foreign Comparative Testing/Defense Acquisition Challenge Program (FCT/DACP), SSRNM, FORACS and ASW Programs.

Date SOW Addition: 22 March 2006

UPDATE: 3.2.5 Prepare briefings to higher authorities.

ADD: Prepare or update Briefing Library, Outlines, Viewgraphs (reference 3.e) for NAVSEA T&E Program Office.

DELIVERABLE: Five outline/script packages are anticipated. They will be oriented toward these groups of addressees: OPNAV/Fleet Command Headquarters, Engineering/Technical NUWC Command Management, units exercising on range facilities, Engineering/Technical NUWC or other professional groups/agencies. Each outline will be approximately 5-7 pages in length.

SCHEDULE: A total of five packages will be required. Date of delivery will be driven by Technical Direction Letter (TDL) signed by the contracting officer's representative (COR).

UPDATE: 3.2.6 Prepare monthly budget and execution reports and present at monthly reviews.

ADD: The Contractor shall perform Program progress tracking and analysis. The contractor shall review monthly program reports. Analysis of each submittal is required.

The contractor will use Government Furnished Information (GFI) consisting of text, tabular, and graphic data to keep a current record of progress in the elements of the NAVSEA Program (reference (3.a)).

DELIVERABLE: Reports - The following sets of reports are due on each of the program elements being tracked:

- a. Extended Budget Status Reports (approx. 10 page)
- b. Monthly Program Analysis
- c. Financial Reporting
- d. Close-Out Reports

SCHEDULE:

- a. Monthly
- b. One week after monthly submittal.
- c. Biweekly
- d. Quarterly

NEW REQUIREMENT: 3.2.8 Maintenance of the Technical Resource Center.

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Contractor will maintain the NAVSEA T&E Site Office Technical Resource Center. It contains unclassified directives, procedures, point papers and other documents. The effort will entail the cataloguing and stowage of reference material relating to NAVSEA T&E Program Issues on a weekly basis. The contractor will assemble the reference materials in space provided by the Government.

DELIVERABLE:

- a. Stow reference material
- b. Update document listing

SCHEDULE:

- a. Weekly
- b. Monthly

9.0 Performance Requirements Summary Matrix

ADD the following:

Desired Outcomes: Technical Resource Data Report

Required Services: Logged on inventory spreadsheet

Performance Standard: Data filed within 10 business days of receipt

Acceptable Quality Level (AQL): Minimum 95% Accuracy

Monitoring Method: Random Checks

..... End of Modification 0011

STATEMENT OF WORK

Title: ASW Test, Foreign Comparative Testing/Defense Acquisition Challenge Program (FCT/DACP), SSRNM, FORACS and ASW Range Programs

Client: Naval Sea Systems Command (NAVSEA) ASW Range Program Manager,(PM)

Technical Assistant: NAVSEA ASW Test and Evaluation (T&E) Site Office

Place of Performance: Naval Undersea Warfare Center (NUWC) Keyport, WA and Washington, DC

Period of Performance: 01 Dec 04 – 30 Nov 09

1.0 BACKGROUND: Recent events, both nationally and globally, have renewed the emphasis on military operational and logistical readiness. The Anti-Submarine Warfare (ASW) Test, Comparative Testing, Surface Ship Radiated Noise Measurement (SSRNM), Fleet Operational Readiness Accuracy Check Sites (FORACS), and ASW Range Programs provide critical T&E, and at-sea training support, to ensure the operational readiness of the fleet. These programs are faced with the challenge of delivering quality and timely services to their customers in view of the current budget constraints. These programs are finding themselves having to respond to dynamic evolutionary influences and mandates, including addressing issues related to homeland security.

1.1 The ASW Test, FCT/DACP, SSRNM, FORACS and ASW Range Programs seek consultation and assistance from

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a qualified contractor in undertaking organizational, management, and business improvement services to enable them to improve performance, quality, timeliness, and efficiency throughout their programs.

2.0 SCOPE: The Contractor shall provide all personnel, administration, and materials required to support the ASW Test, FCT/DACP, SSRNM, FORACS and ASW Range Programs. Areas include:

2.1 Strategic and Business Planning, Financial Management Analysis and Support, Program Management, Business Process Reengineering, Acquisition and Project Management, Organizational Assessments, overall Security Assessment (information, physical and infrastructure), and Performance Measurement using widely available program-compatible technology tools.

2.2 The contractor shall provide expert advice, assistance and guidance in the management, organizational and business improvement arena .

3.0 REQUIREMENTS: Historically, this task has been satisfied with three man-years – one man-year in Keyport, Washington and two man-year in Washington, DC. The Contractor is prohibited from participating in any contractual actions identified as a result of activities supported by this task order. The contractor shall provide services as follows:

3.1 Strategic and Business Planning: Provide recommendations in the development of strategic goals and measures of effectiveness and in the implementation of process action teams and continuous process improvement. The contractor shall develop program metrics that will gauge and report the progress of the ASW Test, FCT/DACP, SSRNM, FORACS and ASW Range Programs' strategic goals and their approaches to meet them. The focus of this effort will be for the contractor to: continue with ongoing initiatives such as the development and implementation of a Balanced Scorecard (BSC) methodology; assist with drafting the framework of the BSC; lead and facilitate working group sessions; and other efforts as necessary for the implementation of strategic plans.

3.2 Financial Management Analysis and Support: Assist in the preparation of Financial Management & Budget (FMB), Office of the Secretary of Defense (OSD), and Congressional budgets in accordance with FMB and Department of Defense (DoD) instructions. Assist in the preparation and review of the Program Object Memorandum (POM) process. Support the preparation and incorporation of cost estimates into budget planning estimates. Assist in the following activities to justify the program office's defense of its budgets:

3.2.1 Respond to FMB and OSD budget review questions

3.2.2 Prepare reclaims to budget marks,

3.2.3 Write issue papers,

3.2.4 Respond to Congressional requests for information,

3.2.5 Prepare briefings to higher authorities, and

3.2.6 Prepare monthly budget and execution reports and present at monthly reviews.

3.2.7 Prepare quarterly project reports and present at quarterly reviews.

3.3 Program Management: Support the resource management function of the Program Manager by providing systematic approaches to resource planning and allocation. Assist in the semi-annual review of program progresses relative to funding and established program plans/budgets. Provide recommendations/alternatives to achieve program objectives. Assist in providing financial analysis relating to FMB, DoD, and Congressional inquiries and reviews. Aggregate, analyze, and organize program activity information into program status summaries, presentations, and overviews using approved Information Technology (IT).

3.4 Business Process Reengineering: Continue the program's re-engineering and benchmarking efforts as reviewed during semi-annual meetings. Provide input and recommendations for workflow analysis and continuous process improvement.

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3.5 Acquisition and Project Management: Provide assistance in requirements analysis and determination, acquisition planning, technical and program management, program base lining, program control, program reporting, and risk management.

4.0 EXPECTED OUTCOME:

4.1 Strategic and Business Planning: Well organized strategic and business planning sessions, and well documented outcome based on input received during planning sessions for each program. Participants should be able to clearly follow the flow of the planning sessions and understand all documentation.

4.2 Financial Management Analysis and Support:

4.2.1 Provide knowledgeable and accurate responses to FMB and OSD budget review questions.

4.2.2 Well written and accurate reclaims to budget marks.

4.2.3 Well written and accurate issue papers.

4.2.4 Provide knowledgeable and accurate responses to Congressional requests for information.

4.2.5 Well written and accurate briefings to be reviewed by higher authorities.

4.2.6 Accurate monthly budget and execution reports and present at monthly reviews.

4.2.7 Accurate quarterly project reports and present at quarterly reviews.

4.3 Program Management: Update program plans and provide a written review of project monthly reports performed by field activities.

4.4 Business Process Reengineering: A knowledgeable understanding of present processes within the program office and T&E Branch, and provide high quality recommendations for updates or modifications.

4.5 Acquisition and Project Management: A knowledgeable understanding of practices being used by project managers and provide high quality recommendations to NAVSEA PMs.

5.0 Performance Requirements – The Contractor shall provide professional and technical services to accomplish the tasks set forth herein to ensure continuation of services without disruption. Services shall include Strategic and Business Planning, Financial Management Analysis and Support, Program Management, Business Process Reengineering, and Acquisition/Project Management.

6.0 PERFORMANCE CRITERIA.

6.1 Place of Performance. Naval Undersea Warfare Center(NUWC), Keyport WA, and Naval Sea Systems Command, Washington, DC.

6.2 Hours of Work. Normal hours of performance are from 0700 until 1600 Monday through Friday. Government on-site representative may approve other hours, which may be beneficial to the performance of this task.

6.3 Overtime: Overtime is neither anticipated nor authorized at this time. All overtime under this task order must be authorized in advance by the Contracting Officer.

6.4 Security and Privacy. The highest level of security required for performance of Tasks listed above is SECRET. Contractor Access: The contractor will be provided access to Government workspaces, workstations, equipment and information as required for task performance.

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7.0 MATERIALS: Material purchases are not necessary for the performance of this task order. Should there be an unanticipated requirement for materials, material purchases will only be authorized in accordance with the contractor's Federal Supply Service Schedule Contract.

8.0 TRAVEL: The contractor shall attend periodic financial meetings, semi-annual program off site meetings. Program Reviews, domestic and foreign industry plant visits, and POM reviews. The duration of the meetings varies depending on the purpose of the meetings. Anticipate ten trips from the west coast to the east coast, four trips from west coast other to west coast locations, four trips from east coast to west coast, and six trips from east coast to other east coast locations. Past meetings were held in the following domestic locations (not all inclusive):

8.1 Washington, DC; Keyport, WA; San Diego, CA; Philadelphia, PA; Newport, RI; Panama City, FL; Hawaii, West Palm Beach, FL; and Norfolk, VA.

8.2 Foreign travel could include one to three trips to Canada, Europe, Asia or Australia. As the program support activities are located throughout the U.S., its territories and overseas, the contractor shall plan on traveling to these activities as necessary in the performance of this effort.

8.3 Travel requirements will be determined by the Client/COR, no later than two weeks prior to requirement.

9.0 Performance Requirements Summary Matrix

| Desired Outcomes | Required Service | Performance Standard | Acceptable Quality Level (AQL) | Monitoring Method |
|---|--|---|--|--|
| Progress Performance Metrics of ASW Range Programs goals and approaches | Planning sessions Performance Metric | Meetings are well organized and well documented. Metrics are accurate and meaningful | 90% of meeting minutes are distributed within 1 day. 90% of metrics are provided by 5th of each month. | Periodic inspection. |
| POM Preparation | Assist POM process through preparation, review, writing issue papers, preparing briefings and monthly reports. | POM is submitted on time, briefings and papers are accurate and well written. | 100% critical milestones met. | 100% Inspection |
| Program Status Summaries | Aggregate, Analyze and organize program activity information. | Well written and accurate. Delivery dates are met or exceeded. | 95% provided by 5th of each month. | Periodic inspection. |
| Project Management | Requirements analysis, acquisition planning, program baseline and reporting. OMN provided by last day of Quarter, Procurement Spend Analysis by 30 Sept. | Recommendations are high quality and reflect knowledge of practices used by project managers. | 95% by due date. | Periodic inspection and Customer Input |

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items are from date of task order through 30 Nov 05 as follows:

0001AA from 12/01/04 through 11/30/2005

0003AA from 12/01/04 through 11/30/2005

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

| | |
|--------|------------------------|
| 0002AD | 12/1/2008 - 11/30/2009 |
| 0003AE | 12/1/2008 - 11/30/2009 |

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SECTION G CONTRACT ADMINISTRATION DATA

OLD Task Order Manager
 Gina Regynski - Code 02A
 610 Dowell ST (Bldg 12T)
 Keyport, WA 98345
 Gina@kpt.nuwc.navy.mil
 360-315-3156
 NEW Task Order Manger (Modification 0013)
 Laurie R. Berbells - Code 02
 610 Dowell ST (Bldg 12T)
 Keyport, WA 98345
 Laurie@kpt.nuwc.navy.mil
 360-396-2040

Accounting Data

| SLINID | PR Number | Amount |
|------------|--|-------------|
| 0001AA | N00253-43341067 | 75000.00 |
| LLA : | | |
| AA 97X4930 | NH6B 000 77777 0 000253 2E 000000 2210000RX1AF | \$75,000.00 |
| 0003AA | N00253-43341067 | 25000.00 |
| LLA : | | |
| AA 97X4930 | NH6B 000 77777 0 000253 2E 000000 2210000RX1AF | \$25,000.00 |

MOD 2

| | | |
|------------|--|--------------|
| 0001AF | 50618795 | 100000.00 |
| LLA : | | |
| AB 9750400 | 8BHA 255 SAS06 0 068342 2D 527530 SN0510000000 | \$100,000.00 |

MOD 5

| | | |
|------------|--|--------------|
| 0001AG | N00253-51050556 | 145654.00 |
| LLA : | | |
| AA 97X4930 | NH6B 000 77777 0 000253 2E 000000 2210000RX1AF | \$145,654.00 |
| 0003AF | N00253-51050562 | 10545.00 |
| LLA : | | |
| AA 97X4930 | NH6B 000 77777 0 000253 2E 000000 2210000RX1AF | \$10,545.00 |

MOD 6

| | | |
|------------|--|-------------|
| 0001AH | 51386724 | 75000.00 |
| LLA : | | |
| AC 9740400 | 8BHB 253 SAS06 0 068342 2D 527530 DS0410000000 | \$75,000.00 |

MOD 8

| | | |
|-------------------------|--|-------------|
| 0001AJ | N00253-53191401 | 19038.00 |
| LLA : | | |
| AJ AD 97X4930 | NH6B 000 77777 0 000253 2E 000000 22100030A1AF | \$19,038.00 |
| Funding for CLIN 0001AA | | |

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MOD 9

0002AA 53191401 349960.00
 LLA :
 AE 97X4930 NH6B 000 77777 0 000253 2E 000000 22100030A1AF \$349,960.00
 Funding for option year one on SLIN 0002AA.

0003AB 53191405 20000.00
 LLA :
 AE 97X4930 NH6B 000 77777 0 000253 2E 000000 22100030A1AF \$20,000.00
 This is incremental funding for SLIN 0003AB.

MOD 11

0002AE 61180873 80010.00
 LLA :
 AF 97X4930 NH6B 000 77777 0 000253 2F 000000 0210003UY1AF \$80,010.00
 This funds labor for option period one under CLIN 0002AB.

0003AG 61180873 3009.00
 LLA :
 AF 97X4930 NH6B 000 77777 0 000253 2F 000000 0210003UY1AF \$3,009.00
 Incremental funding for CLIN 0003AB (ODC - Travel).

MOD 12

0003AH 61526823 23000.00
 LLA :
 AG 97X4930 NH6B 000 77777 0 000253 2E 000000 2210003WC1AF \$23,000.00
 Incremental funding for CLIN 0003AB (ODC - Travel).

MOD 13

0002AB 63254538 196163.00
 LLA :
 AH 97X4930 NH6B 000 77777 0 000253 2E 000000 2210002591AF \$196,163.00
 Funding for CLIN 0002AB - Labor, Option Year Two.

0002AF 63254546 150000.00
 LLA :
 AJ 97X4930 NH6B 000 77777 0 000253 2E 000000 22100025Q1AF \$150,000.00
 Funding in support of CLIN 0002AB.

0002AG 63254516 75000.00
 LLA :
 AK 97X4930 NH6B 000 77777 0 000253 2E 000000 2210001X21AF \$75,000.00
 Funding in support of CLIN 0002AB.

0002AH 63254528 50000.00
 LLA :
 AL 97X4930 NH6B 000 77777 0 000253 2E 000000 2210001X31AF \$50,000.00
 Funding for CLIN 0002AB.

0003AC 63254538 14027.00
 LLA :
 AH 97X4930 NH6B 000 77777 0 000253 2E 000000 2210002591AF \$14,027.00
 Funding for option period two ODC (travel).

0003AJ 63254546 15000.00
 LLA :
 AJ 97X4930 NH6B 000 77777 0 000253 2E 000000 22100025Q1AF \$15,000.00
 Funding in support of CLIN 0003AC.

0003AK 63254516 8000.00
 LLA :
 AK 97X4930 NH6B 000 77777 0 000253 2E 000000 2210001X21AF \$8,000.00
 Funding in support of CLIN 0003AC.

0003AL 63254528 7000.00
 LLA :
 AL 97X4930 NH6B 000 77777 0 000253 2E 000000 2210001X31AF \$7,000.00
 Funding in support of CLIN 0003AC.

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MOD 14

0003AH 61526823 (3967.34)
 LLA :
 AG 97X4930 NH6B 000 77777 0 000253 2E 000000 2210003WC1AF \$19,032.66
 Incremental funding for CLIN 0003AB (ODC - Travel).

MOD 15

0002AC 73192946 130000.00
 LLA :
 AH 97X4930 NH6B 000 77777 0 000253 2F 000000 2210002591AF \$130,000.00
 Exercise of option period three (3) fixed price labor at a cost of \$456,903. This
 CLIN is partial funding. Additional funding is provide in CLIN 0002AJ and 0002AK.

0002AJ 73192962 179419.00
 LLA :
 AM 97X4930 NH6B 000 77777 0 000253 2F 000000 22300033A1AF \$179,419.00
 Partial funding provided in support of CLIN 0002AC - Fixed Price Labor for option
 year three (3).

0002AK 73192964 147484.00
 LLA :
 AN 97X4930 NH6B 000 77777 0 000253 2F 000000 22300033G1AF \$147,484.00
 Funding provided in support of CLIN 0002AC - Fixed Price Labor for option year
 three (3).

0003AD 73192989 10000.00
 LLA :
 AH 97X4930 NH6B 000 77777 0 000253 2F 000000 2210002591AF \$10,000.00
 Funding provided in support of option year three (3) - Other Direct Costs (travel).

0003AM 73192990 31935.00
 LLA :
 AN 97X4930 NH6B 000 77777 0 000253 2F 000000 22300033G1AF \$31,935.00
 Funding provided in support of option year three (3) - Other Direct Costs (CLIN
 0003AD). Costs are reimbursable according to Joint Travel Regulation (JTR).

MOD 16

0001AJ 53191401 (19038.00)
 LLA :
 AD 97X4930 NH6B 000 77777 0 000253 2E 000000 22100030A1AF \$0
 Funding for CLIN 0001AA

0001AK 81156671 19038.00
 LLA :
 AD AP 1761507 83F4 253 SAS06 0 068342 2D 000000 F48300000000
 Standard Number: N0002406WX40250
 The purpose of this action is to correct the line of accounting (LOA). This action
 is necessary to correct financial accounting records. The expense was billed
 against the LOA on SLIN 0001AK vice SLIN 0001AJ. This action zeros out the funding
 on SLIN 0001AJ - ACRN AD, LOA 97X4930 NH6B 000 7777 0 000253 2E 000000 22100030A1AF
 \$0.00. And replaces SLIN 0001AJ with SLIN 0001AK -ACRN AD, LOA 1761507 83F4 253
 SAS06 0 068342 2D 000000 F48300000000 \$19,038.00

MOD 17

0001AG N00253-51050556 (67.40)
 LLA :
 AA 97X4930 NH6B 000 77777 0 000253 2E 000000 2210000RX1AF \$145,586.60
 MOD 17 decreases this CLIN to \$145,586.60.

0003AF N00253-51050562 (4244.68)
 LLA :
 AA 97X4930 NH6B 000 77777 0 000253 2E 000000 2210000RX1AF \$6,300.32
 MOD 17 reduces the CLIN to \$6,300.32

MOD 18

0001AK 81156671 (46.82)
 LLA :
 AD 1761507 83F4 253 SAS06 0 068342 2D 000000 F48300000000

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Standard Number: N0002406WX40250

The purpose of this action is to correct the line of accounting (LOA). This action is necessary to correct financial accounting records. The expense was billed against the LOA on SLIN 0001AK vice SLIN 0001AJ. This action zeros out the funding on SLIN 0001AJ - ACRN AD, LOA 97X4930 NH6B 000 7777 0 000253 2E 000000 22100030A1AF \$0.00. And replaces SLIN 0001AJ with SLIN 0001AK -ACRN AD, LOA 1761507 83F4 253 SAS06 0 068342 2D 000000 F48300000000 \$19,038.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Clause HQ C-2-0037 Organizational Conflict of Interest (NAVSEA)(JUL 2000) in Section H of the MAC contract is applicable to this effort.

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 based upon historical usage provided and shall include 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 N/A 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)

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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 | ALLOTTED TO COST | ALLOTTED TO FIXED FEE | CPFF | M/HS | EST. POP |
|--------|------------------|-----------------------|-----------|------|----------------------------|
| 0003AA | 0.00 | 0.00 | 25,000.00 | 0.00 | 12/01/2004 - 11/30/2005 |
| 0003AB | 0.00 | 0.00 | 20,000.00 | 0.00 | 12/16/2005 - 11/30/2006 |

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the

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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) 0001AA, 0001AF, 0001AG, 0001AH, 0001AJ, 0002AA, 0002AB, 0002AE, 0002AF, 0002AG, 0002AH, 0003AC, 0003AF, 0003AG, 0003AH, 0003AJ, 0003AK, 0003AL 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.

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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 five years and one month.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS