

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4020	2. DELIVERY ORDER NO. NS0205	3. EFFECTIVE DATE ORIG 10/01/2006 MOD 08/13/2007	4. PURCHASE REQUEST NO. N00039-07-MR-60659
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5. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 Patrick.Dimla@navy.mil 619-524-7175	CODE N00039	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A
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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 43213	CODE HQ0338
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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.

BearingPoint, Inc.

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
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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: Jon G Wester CONTRACTING/ORDERING OFFICER	08/13/2007	22. TOTAL \$1,346,258.00
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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

The purpose of this modification is to:

1. Provide incremental funding as follows:

CLIN 1001: ACRN AB \$190,336.00

CLIN 3001: ACRN AB \$5,887.00

2. Revise the Ombudsman to Ken Kennedy and the Task Order Manager to Therese Tanksley (see Section G).

3. Sections B, G, and J have been modified accordingly.

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$196223.00 from \$836532.00 to \$1032755.00.

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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
1001	Base Period: Labor for PWS Paragraphs 5.1 and 5.2 (O&MN,N)	1.0 Lot	██████████	██████████	\$1,276,258.00
100101	ACRN AA				
100102	Incremental Funding - ACRN AB				
1002	Base Period Option: Labor for PWS Paragraph 5.3 (O&MN,N) Option	1.0 Lot	██████████	██████████	\$503,288.00
1101	Option I: Labor for PWS Paragraphs 5.1 and 5.2 (O&MN,N) Option	1.0 Lot	██████████	██████████	\$1,314,546.00
1102	Option I: Labor for PWS Paragraph 5.3 (O&MN,N) Option	1.0 Lot	██████████	██████████	\$517,966.00
1201	Option II: Labor for PWS Paragraphs 5.1 and 5.2 (O&MN,N) Option	1.0 Lot	██████████	██████████	\$1,353,982.00
1202	Option II: Labor for PWS Paragraph 5.3 (O&MN,N) Option	1.0 Lot	██████████	██████████	\$533,166.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	Other Direct Costs and Travel for CLIN 1001. G&A only. Non-fee bearing. (O&MN,N)	1.0 Lot	\$70,000.00
300101	ACRN AA		
300102	Incremental Funding - ACRN AB		

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3002	Other Direct Costs and Travel for CLIN 1002. G&A only. Non-fee bearing. (O&MN,N) Option	1.0 Lot	\$20,000.00
3101	Other Direct Costs and Travel for CLIN 1101. G&A only. Non-fee bearing. (O&MN,N) Option	1.0 Lot	\$70,000.00
3102	Other Direct Costs and Travel for CLIN 1102. G&A only. Non-fee bearing. (O&MN,N) Option	1.0 Lot	\$20,000.00
3201	Other Direct Costs and Travel for CLIN 1201. G&A only. Non-fee bearing. (O&MN,N) Option	1.0 Lot	\$70,000.00
3202	Other Direct Costs and Travel for CLIN 1202. G&A only. Non-fee bearing. (O&MN,N) Option	1.0 Lot	\$20,000.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

4301	Option III: Labor for PWS Paragraph 5.1 and 5.2 (O&MN,N) Option		1.0 Lot	██████████	██████████	\$1,394,602.00
4302	Option III: Labor for PWS Paragraph 5.3 (O&MN,N) Option		1.0 Lot	██████████	██████████	\$548,828.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6301	Other Direct Costs and Travel for CLIN 4301. G&A only. Non-fee bearing. (O&MN,N) Option		1.0 Lot	\$70,000.00

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6302 Other Direct 1.0 Lot \$20,000.00
 Costs and Travel
 for CLIN 4302.
 G&A only. Non-fee
 bearing. (O&MN,N)
 Option

B-1 ADDITIONAL SLINS

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

B-2 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (5252.216-9201)

The fixed fee for work performed under this contract is (SEE TABLE BELOW), provided that not less than (SEE TABLE BELOW) staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than (SEE TABLE BELOW) staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (SEE TABLE) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

CLIN / FIXED FEE / STAFF-HOURS / FEE PERCENT

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

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

ITEM(S) / ALLOTTED TO FIXED FEE

1001 ██████████

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

ITEM(S) / ALLOTTED TO COST / PERIOD OF PERFORMANCE

1001 / ██████████ 01 OCT 2006 - 30 SEP 2007

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3001 / [REDACTED] / 01 OCT 2006 - 30 SEP 2007

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

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

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
 - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
 - ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

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

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

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

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday / Time of Observance

New Year's Day / 1 January

Martin Luther King Jr. Day / Third Monday in January

President's Day / Third Monday in February

Memorial Day / Last Monday in May

Independence Day / 4 July

Labor Day / First Monday in September

Columbus Day / Second Monday in October

Veteran's Day / 11 November

Thanksgiving Day / Fourth Thursday in November

Christmas Day / 25 December

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN - DELIVERIES OR PERFORMANCE

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

1001	10/1/2006 - 9/30/2007
3001	10/1/2006 - 9/30/2007

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

1002	10/1/2006 - 9/30/2007
1101	10/1/2007 - 9/30/2008
1102	10/1/2007 - 9/30/2008
1201	10/1/2008 - 9/30/2009
1202	10/1/2008 - 9/30/2009
3002	10/1/2006 - 9/30/2007
3101	10/1/2007 - 9/30/2008
3102	10/1/2007 - 9/30/2008
3201	10/1/2008 - 9/30/2009
3202	10/1/2008 - 9/30/2009
4301	10/1/2009 - 9/30/2010
4302	10/1/2009 - 9/30/2010
6301	10/1/2009 - 9/30/2010
6302	10/1/2009 - 9/30/2010

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

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 10th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a Cost Plus Fixed Fee task order.

G-4 INVOICES

See basic contract.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Ken Kennedy

Code: SPAWAR 02A6

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Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7393

E-Mail: ken.kennedy@navy.mil

G-6 AVAILABILITY OF FUNDS (APR 1984) (FAR 52.232-18)

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

G-7 TASK ORDER MANAGER

Task Order Manager
 Therese Tanksley, 055
 4301 Pacific Highway
 San Diego, CA 92110
 (858) 537-0678
 therese.tanksley@Navy.mil

Accounting Data

SLINID	PR Number	Amount
100101		98000.00
LLA :		
AA SEE FAD		
300101		10000.00
LLA :		
AA SEE FAD		
MOD 1		
100101		(98000.00)
LLA :		
AA SEE FAD		
100102		98000.00
LLA :		
AB SEE FAD		
300101		(10000.00)
LLA :		
AA SEE FAD		
300102		10000.00
LLA :		
AB SEE FAD		
MOD 2		
100102		104204.00
LLA :		
AB SEE FAD		
300102		5485.00
LLA :		
AB SEE FAD		

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in attached Financial Accounting Data (FAD) sheet. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

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

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

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

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

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

(a) any title, right or interest; and

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

(a) patent or pending patent application number;

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

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

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

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

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

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

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

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

H-3 ORGANIZATIONAL CONFLICT OF INTEREST

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H-4 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

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

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

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

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

H-5 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

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

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

H-6 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

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

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

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of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

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

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

H-7 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

(1) Planning phase.

(2) Defense Planning Guidance.

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- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

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

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

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

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

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

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

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

H-8 TECHNICAL INSTRUCTIONS

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

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

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

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

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conditions or specifications of the task order.

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

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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS)

Attachment No. 2 - Contractor Data Requirements List (CDRL)

CDRL Attachment 1

CDRL Attachment 2

CDRL Attachment 3

Attachment No. 3 - Contract Security Classification Specification (DD254)

Attachment No. 4 - Financial Accounting Data (FAD) Sheet - Basic

Attachment No. 5 - Financial Accounting Data (FAD) Sheet - Mod 01

Attachment No. 6 - Financial Accounting Data (FAD) Sheet - Mod 02

Attachment No. 7 - Financial Accounting Data (FAD) Sheet - Mod 03

Attachment No. 8 - Financial Accounting Data (FAD) Sheet - Mod 04

Attachment No. 9 - Financial Accounting Data (FAD) Sheet - Mod 05

SEAPORT ENHANCED PERFORMANCE WORK STATEMENT

DRPM, NMCI NMCI ENTERPRISE TOOL (NET) REDESIGN/INTEGRATION/TEST/IMPLEMENTATION AND REQUIREMENTS TO AWARD TOOL (RAPT) SUSTAINMENT AND MAINTENANCE

1.0 INTRODUCTION

The Program Manager (PM) for the Navy Marine Corps Intranet (NMCI) is acquiring systems engineering services to redesign the NET Application in support of the Enterprise IT Service Management System (EITSMS) Redesign Initiative. The PM, NMCI is also acquiring systems engineering services to integrate the redesigned NET Application with the EITSMS, test the redesigned applications at both the application and integrated EITSMS system levels, and implement the redesigned application as part of the EITSMS Release Plan. The PM, NMCI is also acquiring systems engineering services for the sustainment and maintenance of the Requirements to Award Process Tool (RAPT).

2.0 BACKGROUND

Navy Marine Corps Intranet is a comprehensive, enterprise-wide initiative that will make the full range of network-based information services available to Sailors and Marines for day-to-day activities and in time of war. NMCI will give the Navy and Marine Corps secure universal access to integrated voice, video and data communications. It will afford pier-side connectivity to Navy vessels in port, and it will link more than 360,000 desktops across the United States as well as sites in Puerto Rico, Iceland and Cuba.

The mission of the PM for NMCI is the acquisition of IT services that enhance the capability of Navy and Marine Corps war fighters resulting in the revolutionary acquisition of the Navy Marine Corps Intranet (NMCI). The breadth and complexity of this program continues to require the expertise and experience of government and industry organizations that have demonstrated successes in similar projects.

During FY05, DRPM, NMCI changed the way NMCI manages the systems that manage the ordering, payment and sustainment of NMCI services. NMCI Service Management is performed utilizing a number of systems: NMCI Enterprise Tool (NET), Requirements to Award Process Tool (RAPT), PRISM, Central Data Repository (CDR), ISF Tools, and eMarketplace. In January 2005, the Enterprise IT Service Management System (EITSMS) Team began an initiative to begin managing the independent systems as one system. The team applied the systems engineering concepts of requirements management, configuration management, interface control, interoperability testing and release management. By managing these various components as one system, the EITSMS users now have a more stable tool for ordering and managing their NMCI services.

In June 2005, DRPM, NMCI directed that the EITSMS be redesigned. The redesigned EITSMS is to address the major customer dissatisfactions with the existing EITSMS component systems.

3.0 SCOPE

The objective of this task order is to obtain the full range of systems engineering, software engineering, program management and project management services to assist and support the Program Manager, Navy Marine Corps Intranet Program to carry out its duties and responsibilities to manage and oversee the NET Component and the NMCI EITSMS.

The contractor shall provide software redesign/development, software integration and test, and software application implementation for the redesigned NET Application in support of the redesign of the EITSMS.

4.0 APPLICABLE DIRECTIVES

Document Type	No./Version	Title	Date
CNETINST	4650.4	Government Travel Charge Card Program	
Code of Federal Regulation	Title 48 Vol 1,2	Federal Acquisition Regulations	Current year
Code of Federal Regulation	Title 48, Vol 3	Defense Federal Acquisition Regulations	01 Oct 04
Contract #	N00024-00-D-6000	Navy Marine Corps Intranet (NMCI)	01-Nov-00
Director, NMCI	Version 1.0 Under revision	Navy Marine Corps Intranet Execution Discipline Policy	8-Jun-04
Director, NMCI	Version 1.03	Navy Marine Corps Intranet Execution Seat transition Process and Associated Business Rules	2-Mar-05
Director, NMCI	Version 1.3 (under revision)	Navy Marine Corps Intranet Site Deployment Guide	9-Jun-04
Director, NMCI	Version 6.17 (under revision)	Navy Marine Corps Intranet Joint Transition Checklist	
DoD	7000.14-R	DoD Financial Management Regulation	Current Version
DOD Directive	5000.1	The Defense Acquisition System	12-May-03
DOD Manual	5000.4-M	Cost Analysis Guidance and Procedures	Dec 1992
DoD Regulation		Defense Federal Acquisition Regulation	
United States Code	Title 10	Armed Forces	
United States Code	Title 31	Money and Finance	
United States Code	Title 31 Chapter 13 Section 1301(a)	Application	
United States Code	Title 31 Chapter 15 Section 1502(a)	Balances Available	
United States Code	Title 31 Chapter 15 Section 1517	Prohibited Obligations and Expenditures	
Joint Regulation	JFTR Vol 1	DoD Uniformed Service Travel	
Joint Regulation	JTR	DoD Civilian Personnel Travel	1-Apr-04

Document Type	No./Version	Title	Date
Navy Manual		DoN Budget Guidance Manual	
Navy Regulation	NAVSO P-1000	DoN Financial Management Policy Manual	
OMB		Office of Management and Budget Circular 11	
OMB Circular	A-11	Preparation, Submission and Execution of the Budget	16-Jul-04
OPNAV N81	PR-05-05 Ser 814/3U637112	Accreditation and Use of Performance/Pricing Models in POM-06	15-Sep-03
OPNAV N81	PR-07 Ser N81/2004 U797204	Accreditation and Use of Performance/Pricing Models in PR-07	9-Mar-04
SECNAVINST	5720.44A	Department of the Navy Public Affairs Policy and Regulations	3-Jun-87
SECNAVINST	5720.47A	DoN Policy for Content of Publicly Accessible World Wide Web Sites	24-Oct-03
SECNAVINST	5216.5D	Department of the Navy Correspondence Manual	28-May-98
SECNAVINST	5420	(Draft) DoN Cost Analysis Improvement Group (DoN CAIG)	08 Apr 2004
SPAWAR		SPAWAR Business Financial Manager's Manual	
SPAWAR		SPAWAR Global Work Breakdown Structure	
SPAWAR		SPAWAR Standard Reports Policy	7-Jul-04
SPAWARINST	5000.19C	Earned Value Management Requirements for SPAWAR Contracts and Task Statement	20 Jul 2001
SPAWARINST	5721.1	SPAWAR Section 508 Implementation Policy	18-Jan-02
SPAWARINST	7301.1A	Tri-Annual Review of Commitments and Obligations	9-Oct-02
SPAWARINST	7720.4C	Policy and Responsibilities for SPAWAR Cost Estimating & Analysis	2-Aug-04
VCNO Message	252230Z Jul 03	Enterprise Strategy for Managing NMCI Applications and Database	25-Jul-03

5.0 PERFORMANCE REQUIREMENTS (All O&M,N Tasks)

5.1 Task Order Schedule and Progress Control and Reporting

The Contractor shall provide status reports on specified tasks under this Task Order. Contractor prepared status reports shall be tailored to meet the requirements of individual projects and shall include the status of planned versus actual progress, milestone accomplishments, actual expended versus planned expended resources, known issues, risks and proposed mitigation plans. The Contractor shall provide a monthly status report summarizing all PM, NMCI technical tasks as well as financial performance and expenditures.

5.2 NET Application Redesign/Integration/Test/Implementation

5.2.1 Program Management

The Contractor shall provide functional activities in the management and control of the tasks under this Performance Work Statement (PWS). The Contractor shall prepare technical and management plans for specific sub-tasks under this Task Order (TO) tailored to fit specific sub-tasks and shall include objectives and requirements, schedules, change control processes, and status reporting. The Contractor shall provide the

necessary timely assistance to meet emergent requirements as requested by Program Manager.

The contractor shall work with the government Program Manager and the EITSMS System Engineering Integration Team (SEIT) to develop a software development plan (SDP) that is consistent with the Software Engineering Institute's Capability Maturity Model (for software) Level III requirements. The contractor shall assist in developing the project work breakdown structure (WBS); associated cost, schedule and performance requirements; interrelationships among activities within the project; and develop a compliant SDP and supporting system documentation. The contractor shall also assist in the monitoring of implementation efforts by assessing project performance problems and offering recommendations for keeping the effort on track.

Deliverable - The contractor shall deliver a draft integrated Gantt chart (Project Schedule), which will be used to develop and track schedule, performance, and risk for the NET project. This chart will be updated as necessary to reflect project tasks and delivery schedules in accordance with the EITSMS Integrated Release Plan (IRP). (Delivery Date: 10 working days after contract award)

Deliverable – The contractor shall develop drafts of the Projects Defined Software Processes and other supporting documentation associated with a CMM Level III organization. This documentation will be used to manage the day-to-day efforts on the NET project. (Delivery Date: IAW the approved project schedule)

Deliverable - The contractor shall deliver weekly progress reports which include an analysis of the schedule and performance of the project, an identification of performance problems, and recommendations for keeping the project on track. (Delivery Dates: IAW approved project schedule)

5.2.2 NET Application Redesign/Development/Integration/Test/Implementation

The EITSMS Core Team defines the requirements for the releases of EITSMS. The current schedule for upcoming releases is:

EITSMS Release:	Release Date:
Block I Release 2	31 October 2006
Block II	April 2007
Block III	October 2007
Block IV	April 2008

The EITSMS Core Team will provide to the contractor the requirements for the NET Application in support of the above releases. The contractor shall design, develop, test, and implement the requirements in accordance with the approved EITSMS Project Schedule.

5.2.2 EITSMS Functionality Realignment

As part of the June 2005 directed redesign of EITSMS, there will be realignment of functionality among the various components. The contractor will support the realignment through providing or sharing NET Application code as directed by PM, NMCI.

5.2.2.1 Capability Maturity Model Integration (CMMI)

The contractor shall utilize the Projects Defined Software Process and all other supporting documentation, plans and matrices associated with a Capability Maturity Model (CMM) Level III Organization. The CMM identifies best practices for software process improvement and includes practices for planning, engineering and managing software development. This documentation will be used to manage both the day-to-day development efforts and the overall software development processes implemented on the NET Application redesign.

5.2.2.2 Rational Unified Process (RUP)

The contractor shall utilize the Rational Unified Process collect and document new system requirements. The RUP allows for rapid development of iterative requirements and focuses on testing throughout the software lifecycle instead of a lengthy bug fix cycle. All requirements for a particular enhancement shall be documented and fully and agreed upon by NET team and stakeholders before implementation of that enhancement can begin.

5.3 RAPT Sustainment and Maintenance (OPTION TASK)

5.3.1 RAPT Application Development/Integration Support

It is the Government's requirement to control releases through the EITSMS Change Management process. The contractor shall maintain a requirements specification for the upcoming enhancements to the RAPT Application based on the current system, feedback from the RAPT user community, input from Government program manager(s), and beta test results.

Deliverable – The contractor shall deliver updated draft use cases and use case diagrams for the system. (Delivery Date: In accordance with approved project schedule)

Deliverable – The contractor shall deliver updated draft sequence diagrams for the system. (Delivery Date: In accordance with approved delivery schedule)

Deliverable – The contractor shall deliver updated draft class/object diagrams for the system. (Delivery Date: In accordance with approved delivery schedule)

Deliverable – The contractor shall deliver updated draft database/relational diagrams for the system. (Delivery Date: In accordance with approved delivery schedule)

5.3.2 RAPT Program/Application Sustainment – The contractor shall assist PM, NMCI with sustainment of the RAPT Application and supporting environments and representation of the System to Government Program Managers, System Stakeholders, and Configuration Control Board participating members. This includes the specific tasks outlined below associated with RAPT Administrative Support, RAPT End User Support, RAPT System Administration.

5.3.3 RAPT Administrative Support – The contractor shall assist the PM, NMCI with Program Communications and Program Representation, completed specifically by the activities outlined below:

Deliverable – The contractor shall provide detailed Weekly Status Updates regarding key information including User Support Statistics, System Usage Statistics, Application Server Statistics, and other current issues, which impact the Program.

Deliverable – The contractor shall develop and provide briefing materials for the EITSMS SEIT and CCB Meetings, as scheduled by the PM NMCI office. The briefing materials will consist of recent enhancements, System Change Requests/Deficiency Requests and their associated levels of effort, outstanding issues, recent issues since the previous CCB, and projected timeframes as related to any ongoing development or enhancement efforts.

Deliverable – The contractor shall provide Application Status related communications regarding instances of RAPT inaccessibility and/or problem resolution on an as needed basis for all system stakeholders.

Deliverable – The contractor shall provide RAPT representation during meetings that require RAPT knowledge and/or expertise, as agreed upon between the Government and the contractor. The contractor shall assist the Government by providing agenda, attendance and meeting minutes support.

5.3.4 RAPT End User Support – The contractor shall assist the PM, NMCI in RAPT End User Support, to include the areas of 1st, 2nd and 3rd Tier Application Issue Resolution, and Management of RAPT Trouble Ticket Resolution, completed specifically by the activities outlined below.

Deliverable – The contractor shall staff the User Support Help Desk with hours of operation of 0700 – 1700 EST, Monday-Friday.

Deliverable – The contractor shall provide a trouble ticket tracking system that will be used to document user issues requiring resolution and provide the user with a Trouble Ticket number. The tracking system shall also identify tickets that become deficiency reports (DR) for input into SEIT requirements management.

Deliverable – The contractor shall facilitate the resolution of 1st and 2nd Tier User

Support Issues received via the Help Desk, through phone, e-mail, and/or voice mail. Users reporting Issues resulting in a need for Tier 2 Analysis and Resolution will be assigned a RAPT Trouble Ticket number, and escalated to Tier 2 Support. Issues requiring Technical Support shall be escalated and resolved by Tier 3 Support.

Deliverable – Issues that reflect a desire for functionality not currently within the application will be documented as system change requests (CR) within the Tracking System for review and potential submission to the SEIT.

5.3.5 RAPT System Administration – The contractor shall identify and define design and configuration requirements for the RAPT production, QA and storage environments in the NMCI Application Hosting Facility (AHF). The contractor shall assist the PM, NMCI with RAPT System Administration, to include daily operational validation of system software, weekly tracking of key system statistics.

Deliverable – The contractor shall ensure operational validation of all system hardware and software is performed in accordance with the AHF service agreement, for each server within the Production, QA and storage environments, to ensure that all are operating normally and take corrective action where necessary.

Deliverable – The contractor shall utilize system monitoring, to proactively notify the system administrator of potential issues that may cause production access problems.

Deliverable – The contractor shall ensure security administration, to include monitoring the Internet Assurance Vulnerability Analysis (IAVA) reports, and recommended patches and fixes are performed as needed in accordance with the AHF service agreement and perform the same as needed for the development environment.

Deliverable – The contractor shall perform System HW and SW maintenance on servers in the NET development environment, to include the installation of replacement parts, implementation of system SW patches/hot fixes which are included with previously purchased system SW, and the rebuilding and reconfiguration of existing Application Servers resulting from previously stated HW and SW maintenance. The contractor shall ensure the same is performed by the AHF in accordance with the AHF service agreement for the NET production, QA and storage environments.

Deliverable – The contractor shall ensure daily and incremental backups, including all system files and application data, of the NET System are performed in accordance with the AHF service agreement. The contractor shall also perform daily and incremental backup of the development environment and near-real-time data replication of production data to the reporting server in the production environment based on user needs and system operating parameters.

5.3.6 RAPT Network Administration –The contractor shall assist the PM, NMCI office in RAPT Network Administration, to include daily operational validation of the RAPT Production Network Infrastructure, administration activities associated with RAPT

Network Devices within the RAPT Production, QA and storage Network Infrastructure, and troubleshooting network related trouble calls, completed specifically by the activities outlined below:

Deliverable – The contractor shall ensure operational validation of all RAPT Network Devices within the Network Infrastructure, including Firewall, Switches, BigIPs, and DNS Server, is performed in accordance with the AHF service agreement to ensure that all are operating normally and take corrective action where necessary.

Deliverable – The contractor shall perform network troubleshooting resulting from trouble calls involving system accessibility or decreased response time, to include pinpointing and resolving RAPT network bottlenecks or problems that would impact users.

6.0 DELIVERABLES

Unless otherwise specified, the Government will have a maximum of five (5) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor shall also have a maximum of five (5) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified.

6.1 Project Plan

The contractor shall prepare a Project Plan describing the technical approach, organizational resources and management controls to be employed to meet the cost, schedule, and performance requirements for this effort. The Project Plan shall detail the key activities and milestones, allocation of staff, and other resources necessary to the successful completion of this effort. The Program POC shall receive the revised Project Plan in both hard copy and electronic form. Based on the Project Plan, the Program POC will provide approval to move forward on activities planned. The contractor shall require prior approval on all activities not included in the plan or any modifications to the plan after approval has been given.

6.2 Monthly Status Report

Monthly Status Reports must be submitted to the Program POC and Technical POC no later than the 10th workday of the month. The status report shall include, at a minimum:

- A narrative review of work accomplished during the reporting period and/or significant events.
- Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s).

- Identification of any problems encounters, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.

7.0 GOVERNMENT FURNISHED PROPERTY

The Government shall provide the hosting facility for the NET Application and RAPT Application. The hosting facility is the NMCI Application Hosting Facility located in Tulsa, OK. This facility is a contractor owned (EDS) contractor operated (EDS) facility.

8.0 SECURITY

The nature of this task requires remote access to the NMCI Application Hosting Facility in order to redesign the NET Application and maintain the RAPT Application. Contractor personnel assigned to tasks requiring remote access will require either a SECRET clearance or IT security clearance. Work performed under this SOW will be conducted up to the SECRET level. All contractor personnel engaged in tasks requiring a clearance shall have a Defense Security Service SECRET clearance.

9.0 NAVY MARINE CORPS INTRANET (NMCI)

The nature of this task requires the contractor to procure NMCI seats for personnel working at the Contractor site. The contractor is authorized to recover the cost of the NMCI seats as an ODC.

10.0 TECHNICAL POINT OF CONTACT

Task Order Manager: [REDACTED]

Financial Point of Contact: [REDACTED]