

DELIVERY ORDER

FINAL

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|-------------------------------------|---------------------------------|--|---|
| 1. CONTRACT NO. N00178-04-D-4020 | 2. DELIVERY ORDER NO. V70104 | 3. EFFECTIVE DATE ORIG 09/14/2006 MOD 07/10/2007 | 4. PURCHASE REQUEST NO. N65236-07-MR-59995 |
|-------------------------------------|---------------------------------|--|---|

| | | | |
|---|-------------|--|-------------|
| 5. ISSUED BY SPAWAR SSC Charleston P.O. BOX 190022 North Charleston SC 29419-9022 jackie.luna@navy.mil 843-218-5959 | CODE N65236 | 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 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. |
|-------------------|---|---|---|

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 |
|--------------|-----------------------------------|--------------------------------|----------|----------------|------------|
|--------------|-----------------------------------|--------------------------------|----------|----------------|------------|

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: Laurel Wagner 07/12/2007 CONTRACTING/ORDERING OFFICER | 22. TOTAL \$5,929,466.00 |
|---|---|-----------------------------|

| 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 incrementally fund this order. Accordingly, said Task Order is modified as follows: 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 \$149538.00 from \$5304028.00 to \$5453566.00.

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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 Year - Labor NMCI STAT Support (O&MN,N) | 1.0 Lot | ██████████ | ██████████ | \$702,919.00 |
| 100101 | ACRN:AA For PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | | | |
| 100102 | ACRN:AB For PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | | | |
| 1101 | First Option Year - Labor NMCI STAT Support OPTION PERIOD HAS BEEN EXERCISED EARLY (TBD) | 1.0 Lot | ██████████ | ██████████ | \$5,124,979.00 |
| 110101 | ACRN:AB For PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | | | |
| 110102 | ACRN:AC For PWS paragraphs 8.3 and 8.4 | | | | |
| 110103 | ACRN:AD For PWS paragraph 8.3 and 8.4 | | | | |
| 110104 | ACRN: AE For PWS paragraph 8.1 | | | | |
| 110105 | ACRN: AF for PWS paragraph 8.1 | | | | |

For ODC Items:

| Item | Supplies/Services Qty | Unit | Est. Cost |
|--------|--|---------|-------------|
| 3001 | Base Year - Other Direct Costs (Non-Fee Bearing) (O&MN,N) | 1.0 Lot | \$50,000.00 |
| 300101 | ACRN:AA For PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | |
| 3101 | First Option Year - Other Direct Costs (Non-Fee Bearing) FIRST OPTION PERIOD IS EXERCISED EARLY (TBD) | 1.0 Lot | \$51,750.00 |
| 310101 | ACRN:AB For PWS paragraphs 8.1, | | |

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8.2, 8.3 and 8.4

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.

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contractor shall insert number of estimated direct labor staff hours]

| | | | |
|---|------------------------|-------------------------|---------------|
| | Total Staff-Hours (X)* | Total Prime Staff-Hours | Fixed Fee** |
| *(inclusive of Prime and any proposed Subcontractor(s)) | | | |
| Base Period | 9,450 | 5,700 | \$ [REDACTED] |
| Option 1 | 172,668 | 39,900 | [REDACTED] |
| **Contractor is to identify basis for fixed fee amount: X Prime Hours Only ___ Total Staff-Hours | | | |

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that ___ staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) 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 amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) 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 from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ration of fee to the estimated total hours then set forth in the contract.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) 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 DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

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In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall separately identify subcontractor information, if any.

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$5,453,566 . It is estimated that these funds will cover the cost of performance through 22 SEP 2007 . Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$5,453,566 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

[[--table--]]

| CLIN | TOTAL CPFF | FUNDS THIS ACTION | PREVIOUS FUNDING | TOTAL FUNDS AVAILABLE | BALANCE UNFUNDED |
|---------------|-------------|-------------------|------------------|-----------------------|------------------|
| 1101 and 3101 | \$5,929,466 | \$149,538 | \$5,304,028 | \$5,453,566 | \$475,900 |

[[--table--]]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

Section C - Performance Work Statement (PWS)

SPAWARSYSCEN-CHARLESTON, Code 80, NETWARCOM/CFFC NMCI Site Technical Assistance Team (STAT) Support

1.0 INTRODUCTION

This Performance Work Statement (PWS) describes the level of effort required to assist and support NETWARCOM and its subordinate commands transition to NMCI.

2.0 BACKGROUND

NETWARCOM (NNWC) is the agent for Commander Fleet Forces Command (CFFC) in overseeing the transition of CFFC commands to the Navy Marine Corp Intranet (NMCI) and operation within NMCI. CFFC has 470 sites and 50,000 classified and unclassified seats throughout the Continental US and Hawaii that need NMCI assistance in NMCI Policy, Procedures, Transition, Technical refresh, ordering. Thirty thousand of those seats are located in 4 fleet concentration areas: Jacksonville, FL; Hampton Roads, VA; New London, CT; Corpus Christ TX.

3.0 SCOPE

The objective of this Task Order is to obtain the level of effort required to assist and support NETWARCOM carry out its duties and responsibilities. The level of effort required for a command to; transition to NMCI, operate within NMCI and technical refresh NMCI services is extensive. The NMCI contract, program, policy, procedures and tools are dynamic and it is difficult to keep proficient with all the changes. The Level of effort required for commands to manage NMCI services is not level. There is a small amount of effort that is always required and short periods of transition that require major effort. Periods of transition include: initial NIPR/SIPR transition, annual order renewal, technical refresh, major moves and reorganizations, and special requirements such as asset reconciliation. Most commands cannot afford to maintain the trained manpower to support all levels of effort required for efficient management of NMCI. FFC commands need help knowledgeable in NMCI policy and procedures that can guide, train and provide support as required to meet government requirements in support of NMCI. Contractors have been very successful at FFC and else where in the NMCI program to assist commands by providing expert knowledge, training and assistance in NMCI transition and operation processes. NNWC intends to leverage off of existing NMCI transition and operational expertise to create teams of personnel to assist commands with NMCI training and support as required and directed by NNWC. In addition to support at the command level, NNWC HQ requires support personnel to assist in managing the NMCI program.

4.0 PLACE OF PERFORMANCE

- a. Work under this Task Order will primarily be performed at the contractor facilities in Virginia and Florida.
- b. Work may also be performed at the government sites and agreed locations.

5.0 APPLICABLE DIRECTIVES / REFERENCES

Standards/Specifications: The government is committed to minimizing the use of military and federal specifications and standards; and seeks to use non-government specifications and standards to the maximum extent practicable to satisfy its requirements. In accordance with the Federal Acquisition Streamlining Act of 1994, all military and government specifications and standards have been eliminated from this Statement of Work. This does not relieve

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the Contractor from the responsibility of meeting these requirements or specifications and, in fact, makes the Contractor more liable to provide a quality service and product. MILSPECs and MILSTDs will not be used if a commercial equivalent standard or specification exists. The contractor shall identify and propose alternatives to specifications and standards as may be required. Care should be exercised by the Contractor to ensure that the commercially equivalent standard or specification accomplishes the same goals as the military specification.

The contractor shall adhere to the following documents in accordance with paragraph 8.0, Performance Requirements:

| Document Type | No./Version | Title | Date |
|------------------------------|----------------|--|--------------|
| Public Law | 104-106 | Clinger-Cohen Act | |
| OPNAVINST | 1500.76 | Navy Training System Requirements, Acquisition, and Management | series |
| SECNAVINST | 5510.36 | DoN Information Security Program | 17 Mar 99 |
| CFFCINST | 4720.3 | C5I Modernization Planning | Series |
| CJCSI | CJCSI 6211.02B | Defense Information System Network (DISN) Policy, responsibilities and Processes | 31 Jul 2003 |
| DON CIO | | Information Technology Standards Guidance | 5 APR 99 |
| CFFCINST | 4720.3 | C5I Modernization Planning | series |
| CJCSI | 3500.01B | Joint Training Policy for the Armed forces of the United States | |
| OPNAV / HQMC | 2 February 05 | FORCENet a Functional Concept for the 21st Century | |
| CJSI | 3170.01E | JCIDS | Series |
| | | NNWC Strategic Plan | |
| | | NNFE Strategic Plan | |
| OPNAVINST | 3500.38A | Universal Navy Task List | 01 May 2001 |
| Naval Transformation Roadmap | | Assured Access & Power Projection... From the Sea | 2003 |
| CJCSI | 3010.02B | Joint Futures Concepts Process | 01 June 2005 |

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| SECDEF Memo | Operational Availability (OA)-05-Joint Capability Areas | 06 May 2005 |
| Joint Pub 1-02 | Dictionary of Military and Associated Terms FORCEnet Capability Mapping to Joint Concepts | Naval Postgraduate School, 2005 |

6.0 SECURITY

The maximum level of security required under this contract is a SECRET clearance, with security level requirements varying from UNCLASSIFIED to SECRET as designated on the standard DD Form 254. The Contractor is responsible for acquiring, and maintaining security clearances at the level(s) required under this contract. The Director of Industrial Security, Defense Investigative Service, Eastern Region, is the point-of-contact regarding security matters.

Request for visit authorization when security access is required shall be submitted to the address listed below in accordance with Department of Defense (DoD) 5220.22M National Industrial Security Program Operating Manual (NISPOM) not later than one week prior to visit. Request shall be forwarded through SPAWARSCEN Charleston (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified COR/Task Order Manager (TOM). DD-254 of the basic contract applies.

7.0 COR DESIGNATION/TASK ORDER MANAGER

The COR/Task Order Manager for this Task Order is: Jeffery Brisendine, Code J846 jeffery.brisendine@navy.mil, (757) 445-1177 (comm.), 565-1177 (DSN)

Technical Point of Contact (TPOC) for this Task Order is Mark Lutes, NNWC N53, mark.lutes@navy.mil, (757) 417-6782 ext. 3.

8.0 PERFORMANCE REQUIREMENTS

8.1 General Transition Support.

The contractor shall perform all analytical, technical and customer service functions in support of the NMCI CTR and Assistant CTRs (ACTR) in facilitating NMCI ordering, transition and tech refresh for activities throughout the FFC area of responsibility. This is a continuing effort from a previous contract that will continue from award for the life of the contract. The goal is to accelerate seat rollout by insuring the correct and acute completion of government deliverables to meet execution discipline gates for SIPR/NIPR transition and Tech Refresh. In addition to tasks required for both NIPR and SIPR service, for classified SIPR service, the contractor will provide tracking and assistance as required in the Certification and Accreditation Process for CFFC commands. The contractor will perform assist visits where required to CFFC activities when necessary to perform initial assessment of the command's physical security readiness as required for classified NMCI transition. Contractor should work with commands to identify issues that are affecting NMCI service or will potentially delay transition or service delivery. Issues shall be escalated to NNWC for action and resolution. Specific tasking and work assignments will vary as required meeting this goal. It is imperative that the teams have experienced personnel very familiar with the NMCI transition process, execution discipline process and tools that can provide immediate help and support. Knowledge of NMCI Enterprise Tool (EITSMS), Requirements to Award (RAP), DADMS, SreForm, Emarketplace, ISF Tools, Legacy application testing and certification, Central Data Repository (CDR) and the Object Creation Manager (OCM) processes are critical.

8.2 Training and documentation

In conjunction with NNWC the contractor shall develop, modify and maintain standard procedures and check-sheets to use for command level assist visits. In conjunction with NNWC, the contractor shall develop where appropriate or

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use existing training materials to provide training on NMCI processes and procedures to include but not limited to: NIPR/SIPR transition, NMCI Enterprise Tool (EITSMS), Requirements to Award (RAP), DADMS, SreForm, Emarketplace, Legacy Network and Application reduction, and ISF Tools.

8.3 Legacy Applications Management

The contractor shall provide assistance, guidance and training required to track, manage and reduce the number of Legacy Applications in use within the CFFC Claimancy, ensure the necessary applications are properly documented in ISF Tools, DADMS, and NET.

8.4 Network Portfolio Management and Legacy Network Reduction

The contractor shall perform all analytical technical, and customer service functions in support of NETWARCOM Enterprise Network Portfolio Management and Legacy Network server and application reduction efforts. To include but not limited to identification of legacy network, analysis of alternatives, recommendation of potential application and server consolidation efforts. The contractor must have knowledge of DADMS.

9.0 GOVERNMENT FURNISHED INFORMATION

GFI will consist of applicable program data and various technical reports and publications that are available. The Government will make available to the contractor, for use in connection with and under the terms of this contract, the information described above as GFI, along with such related information as the contractor may request and as may be reasonably required in the performance of this task. Upon completion of work, all GFI shall be returned to the Government.

10. GOVERNMENT FURNISHED MATERIAL

Materials considered reasonably required for the completion of the described work will be furnished to the contractor upon request made to the PE. These materials will be furnished to the contractor for use in connection with and under the terms of this order. Upon completion of work, all GFM shall be returned to the Government. NNWC will provide NMCI user accounts for contract personnel and commands receiving the assist visit will provide necessary support while on-site. NNWC will provide the four personnel assigned to NNWC HQ with office space, computers, and phones.

11.0 GOVERNMENT FURNISHED EQUIPMENT

Contractors physically located in a NETWARCOM facility will be provided an NMCI seat and all associated hardware/software that will be needed to complete above described tasks.

12.0 CONTRACTOR FURNISHED MATERIAL

None

13.0 CONTRACTOR FURNISHED EQUIPMENT

None

14.0 TRAVEL REQUIREMENTS

For estimating purposes, it is anticipated that local travel will be required to attend meetings and visit vendors. Additionally, for estimating purposes it is anticipated that the following travel requirements may be necessary:

- Sites within 100 miles of home base will be visited
- Remote sites are commands outside of 100 miles from the four Fleet Concentration Areas. Initial contact and evaluation will be coordinated with Echelon III commanders and site visits will be scheduled as required to meet transition goals.

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• The contractor shall provide an estimate of Travel and Other Direct Charges (ODCs) and will manage the expenditure and accounting for such.

15.0 DELIVERABLES

The Contractor shall provide the deliverables listed below. Deliverables shall be prepared in contractor format where not otherwise specified by the government. Deliverables shall be sent to:

Mr. Mark Lutes (NETWARCOM), (757) 417-6775 x8, e-mail: mark.lutes@navy.mil, mailing address:

NETWARCOM

2465 Guadalcanal Road

NAB Little Creek, Bldg. 1265

Norfolk, VA 23521-3228

15.01 Monthly Status Reports (10 Business days after the completion of each month)

15.02 Meeting, Trip or Conference Reports (5 Business days after the completion of each event)

15.03 Standard Procedures and Check Sheets

15.02 Other Deliverables as agreed upon between the Government and Contractor

16.0 WORKLOAD ESTIMATE

This section provides an estimate (in rounded figures) as to the amount of support previously used for this effort.

The following workload data is provided for informational purposes only to assist you in estimating the price of this Task Order.

Number of man-hours: 9,600 estimated for the base year

75,000 estimated for option year

Other Direct Costs: \$50,000 per year (travel)for the base year

\$51,750 per year (travel)for the option year

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 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 Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

C-315 WORKWEEK (DEC 1999)

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(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 SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. 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-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been

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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.

C-718 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

X 36 C.F.R. § 1194.21 (Software Applications and operating systems)

X 36 C.F.R. § 1194.22 (Web-based and internet information and applications)

X 36 C.F.R. § 1194.23 (Telecommunications products)

X 36 C.F.R. § 1194.24 (Video and multimedia products)

__ 36 C.F.R. § 1194.25 (Self contained, closed products)

X 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

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.

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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 on 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.

(End of specification)

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SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

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

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SECTION E INSPECTION AND ACCEPTANCE

E-303 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 duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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 | 9/15/2006 - 9/14/2007 |
| 1101 | 9/23/2006 - 9/22/2007 |
| 3001 | 9/15/2006 - 9/14/2007 |
| 3101 | 9/23/2006 - 9/22/2007 |

F-303 PERIODS OF PERFORMANCE

The above periods 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

Task Order Manager
JEFFERY A BRISENDINE, 841
P.O. Box 1376
Norfolk, VA 23501
jeffery.brisendine@navy.mil
757-462-7168

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Kristine Penninger
Code: 02B
Address: PO Box 190022, N. Charleston, SC 29419
Phone: (843) 218-5916
Email: kristine.penninger@navy.mil

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

G-317 INVOICING INSTRUCTIONS

(a) Invoice submission shall be in accordance with Clause H-5 of the basic contract, entitled "Submission of Invoices".

(b) The contractor shall electronically submit invoices using the Wide Area Workflow (WAWF) web site located at <https://wawf.eb.mil>. Depending on the contractor's "direct submit authority" given by Defense Contract Audit Agency (DCAA), the invoice will either be approved by DCAA or submitted directly to Defense Finance Accounting Service (DFAS) for payment.

(c) The following WAWF grid is provided to assist vendors in entering mandatory data into WAWF:

| | |
|------------------|--|
| Invoice Type | Cost Vouchers |
| Invoice Type | Cost Vouchers |
| Issued by | N65236 |
| Admin by | Code S2404A (DCMA Virginia) |
| DCAA Auditor | Code HAA654 (DCAA Pacific Branch Office) |
| Service Approver | Code S2404A (DCMA Virginia) |
| Pay by | Code HQ0338 (DFAS Columbus Center, South Entitlement Operations) |

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause 5252.232-9206, 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). 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

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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.

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------|-------------|
| 100101 | | 514050.00 |
| LLA : | | |
| AA 1761804 60AA 252 00060 Y 060951 2D X002QD 4658361NFOAQ | | |
| ACRN:AA For PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | |
| JON: N35KTX6WAR | | |
| REQN: N65236-6257-C019 | | |
| DOC: N4658306WX002QD/AA | | |
| 300101 | | 50000.00 |
| LLA : | | |
| AA 1761804 60AA 252 00060 Y 060951 2D X002QD 4658361NFOAQ | | |
| ACRN:AA For PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | |
| JON: N35KTX6WAR | | |
| REQN: N65236-6257-C019 | | |
| DOC: N4658306WX002QD/AA | | |
| MOD 1 | | |
| 100102 | | 188869.00 |
| LLA : | | |
| AB 1761804 60CN 250 69235 068892 2D X126SH 692356EMSPTQ | | |
| ACNR:AB for PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | |
| REQN: N65236-6265-C017 | | |
| DOC: N6923506WX126SH/AA | | |
| 110101 | | 4256931.00 |
| LLA : | | |
| AB 1761804 60CN 250 69235 068892 2D X126SH 692356EMSPTQ | | |
| ACNR:AB for PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | |
| REQN: N65236-6265-C017 | | |
| DOC: N6923506WX126SH/AA | | |
| 310101 | | 51750.00 |
| LLA : | | |
| AB 1761804 60CN 250 69235 068892 2D X126SH 692356EMSPTQ | | |
| ACNR:AB for PWS paragraphs 8.1, 8.2, 8.3 and 8.4 | | |
| REQN: N65236-6265-C017 | | |
| DOC: N6923506WX126SH/AA | | |
| MOD 2 | | |
| 110102 | | 243178.00 |
| LLA : | | |
| AC 1771804 60TN 250 69235 068892 2D X034SH 692357LNSPTQ | | |
| ACRN:AC for PWS paragraphs 8.3 and 8.4 | | |
| REQN: N65236-6331-C004 | | |
| JON: NYMKTXT7100 | | |
| DOC: N69235-07-WX034SH/AA | | |
| MOD 3 | | |
| 110102 | | (243178.00) |
| LLA : | | |
| AC 1771804 60TN 250 69235 068892 2D X034SH 692357LNSPTQ | | |
| ACRN:AC for PWS paragraphs 8.3 and 8.4 | | |
| REQN: N65236-6331-C004 | | |
| JON: NYMKTXT7100 | | |
| DOC: N69235-07-WX034SH/AA | | |
| 110103 | | 242428.00 |

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LLA :
AD 1771804 60TN 250 69235 068892 2D X034SH 692357LNSPTQ
ACRN:AD for PWS paragraphs 8.3 and 8.4
REQN: N65236-7156-C024
JON: NYMKTJ7LNR
DOC: N69235-07-WX034SH/AB

MOD 4
110104 51565.00

LLA :
AE 1771804 60CN 250 69235 0 068892 2D X050SH 692357DASPTQ
JOB ORDER: NO8LJX7PTL
REQ NO: N65236-7190-C021
DOC NO: N6923507WX050SH/AA

110105 97973.00

LLA :
AF 1771804 60CN 250 69235 0 068892 2D X051SH 692357N0SPTQ
JOB ORDER NO: NO8LJX7SHR
REQ NO: N65236-7190-C022
DOC NO: N6923507WX051SH/AA

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(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 (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. 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-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b) (1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

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(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not

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included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

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In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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

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

(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 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

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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.

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

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

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

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

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

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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.

(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

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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.

TECHNICAL INSTRUCTIONS

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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

(a) The Government may extend the term of this task order 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 task order shall be considered to include this option clause.

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five years.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Data Requirements List, DD Form 1423

Attachment 2 - Contract Security Classification Specification, DD Form 254