

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-05-D-4317				2. DELIVERY ORDER NO. EH01		3. EFFECTIVE DATE 2008 Dec 23		4. PURCH REQUEST NO. N00024-08-NR-55299		5. PRIORITY DO-C9		
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040			CODE N00024		7. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS DC 20109-2342			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>		
9. CONTRACTOR Enterprise Resource Performance 116K Edwards Ferry Rd. NE Leesburg VA 20176-2301			CODE IXSQ8		FACILITY 040249091		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED			
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G									
14. SHIP TO See Section D				CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
16. TYPE OF ORDER	DELIVERY/ CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
PURCHASE	Reference your _____ furnish the following on terms specified herein. 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.											
Enterprise Resource Performance												
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)			
If this box is marked, supplier must sign Acceptance and return the following number of copies:												
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule												
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT			
	See Schedule											
*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.				24. UNITED STATES OF AMERICA By: /s/Michael J Taylor				25. TOTAL		26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN												
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:										
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS			
f. TELEPHONE					g. E-MAIL ADDRESS		31. PAYMENT COMPLETE		32. PAID BY			33. AMOUNT VERIFIED CORRECT FOR
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT PARTIAL		31. PAYMENT FULL		34. CHECK NUMBER			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			31. PAYMENT PARTIAL		31. PAYMENT FULL		35. BILL OF LADING NO.			
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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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
1000	Base Year: Provide Support to NAVSEA ERP Program Office(Task 1)(NOTE A) (O&MN,N)	7360.0 LH			
100001	Base Year: Provide Support to NAVSEA ERP Program Office(Task 1)(NOTE A) (O&MN,N)				
1001	Base Year: Provide Assessment Support to Mission Funded Sites (Task 2)(NOTE A) (O&MN,N)	736.0 LH			
1002	Base Year: Provide Assessment Support to Warfare Centers (Task 3)(NOTE A) (WCF)	736.0 LH			

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	ODCs in support of Base Year - Government Required Travel - Year 1 Labor CLINs (NOTE F) (O&MN,N)	1.0 Lot	\$61,370.00
300001	ODCs in support of Base Year - Government Required Travel - Year 1 Labor CLINs (NOTE F) (O&MN,N)		

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3001 ODCs in support of Base Year - Material and Other Direct Costs in Support of the NAVSEA EPO - Year 1 Labor CLINs (O&MN,N) 1.0 Lot \$61,370.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Option Year 1 - YEAR 2: Provide Support to NAVSEA ERP Program Office (Task 1)(NOTES A and B) (O&MN,N) Option	7360.0	LH			
4001	Option Year 1 - YEAR 2: Provide Assessment Support to Mission Funded Sites (Task 2)(NOTES A and B) (O&MN,N) Option	736.0	LH			
4002	Option Year 1 - YEAR 2: Provide Assessment Support to Warfare Centers (Task 3) (NOTES A and B) (WCF) Option	736.0	LH			
4100	Award Term 1 - YEAR 3: Provide Support to NAVSEA ERP Program Office (Task 1)(NOTES A and C) (O&MN,N) Option	7360.0	LH			
4101	Award Term 1 - YEAR 3: Provide Assessment Support to Mission Funded Sites (Task 2)(NOTES A and C) (O&MN,N) Option	736.0	LH			
4102	Award Term 1 - YEAR 3: Provide Assessment	736.0	LH			

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Support to
Warfare Centers
(Task 3)(NOTES A
and C) (WCF)
Option

4200	Award Term 2 - YEAR 4: Provide Support to NAVSEA ERP Program Office (Task 1)(NOTES A and C) (O&MN,N) Option	7360.0 LH	[REDACTED]		
4201	Award Term 2 - YEAR 4: Provide Assessment Support to Mission Funded Sites (Task 2)(NOTES A and C) (O&MN,N) Option	736.0 LH	[REDACTED]		
4202	Award Term 2 - YEAR 4: Provide Assessment Support to Warfare Centers (Task 3)(NOTES A and C) (WCF) Option	736.0 LH	[REDACTED]		
4300	Award Term 3 - YEAR 5: Provide Support to NAVSEA ERP Program Office (Task 1)(NOTES A and C) (O&MN,N) Option	7360.0 LH	[REDACTED]		
4301	Award Term 3 - YEAR 5: Provide Assessment Support to Mission Funded Sites (Task 2)(NOTES A and C) (O&MN,N) Option	0.0 LH	\$0.00	\$0.00	\$0.00
4302	Award Term 3 - YEAR 5: Provide Assessment Support to Warfare Centers (Task 3) (NOTES A and C) (WCF) Option	736.0 LH	[REDACTED]		

For ODC Items:

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Item	Supplies/Services Qty	Unit	Est. Cost
6000	ODCs in support of Option Year 1 - Government-Required Travel - Year 2 Labor CLINs (NOTE F) (O&MN,N) Option	1.0 Lot	\$61,370.00
6001	ODCs in support of Option Year 1 - Material and Other Direct Costs in Support of the NAVSEA EPO - Year 2 Labor CLINs (NOTE F) (O&MN,N) Option	1.0 Lot	\$61,370.00
6100	ODCs in support of Award Term 1 - Government-Required Travel - Year 3 Labor CLINs (NOTE F) (O&MN,N) Option	1.0 Lot	\$61,370.00
6101	ODCs in support of Award Term 1 - Material and Other Direct Costs in Support of the NAVSEA EPO - Year 3 Labor CLINs (NOTE F) (O&MN,N) Option	1.0 Lot	\$61,370.00
6200	ODCs in support of Award Term 2 - Government-Required Travel - Year 4 Labor CLINs (NOTE F) (O&MN,N) Option	1.0 Lot	\$61,370.00
6201	ODCs in support of Award Term 2 - Material and Other Direct Costs in Support of the NAVSEA EPO - Year 4 Labor CLINs (NOTE F) (O&MN,N) Option	1.0 Lot	\$61,370.00
6300	ODCs in support of Award Term 3 - Government-Required Travel - Year	1.0 Lot	\$61,370.00

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5 Labor CLINs
(NOTE F) (O&MN,N)
Option

6301 ODCs in support 1.0 Lot \$61,370.00
of Award Term 3 -
Material and
Other Direct
Costs in Support
of the NAVSEA EPO
- Year 5 Labor
CLINs (NOTE F)
(O&MN,N)
Option

NOTES:

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours for the level of effort required to perform the requirements of the Statement of Work provided as Attachment 1 for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items. **Proposed labor hours will be incorporated in Section B pricing structure as well as the Level of Effort clause found in Section H upon Task Order award. The Government estimate for this effort is approximately 8,832 man-hours in the base year, 8,832 man-hours in option year one (1), 8,832 man-hours in award term one (1), 8,832 man-hours in award term two (2) and 8,096 in award term three (3). The Government estimate is based on the anticipated level of effort by Task area.**

NOTE B: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE C: AWARD TERM

Award Term Item to which the AWARD TERM clause in SECTION H applies and which is to be supplied only if and to the extent said Item is earned, retained and awarded in accordance with the AWARD TERM PLAN provided in SECTION H. Notwithstanding the word "Option" which appears in the Section B CLIN description or elsewhere in this Task Order, for Award Term Items, Award Terms are not "Option" Items.

NOTE D: ODC

The Government estimates travel costs for this Task Order to be no more than \$50,000 in the base year for government-required travel and \$50,000 for material and other direct costs in support of the NAVSEA EPO. In Option Year 1 the Government estimates travel costs to be no more than \$50,000 for government-required travel and \$50,000 for material and other direct costs in support of the NAVSEA EPO. In Award Term 1 the Government estimates travel cost to be no more than \$50,000 for government-required travel and \$50,000 for material and other direct costs in support of the NAVSEA EPO. In Award Term 2 the Government estimates travel cost to be no more than \$50,000 for government-required travel and \$50,000 for material and other direct costs in support of the NAVSEA EPO. In Award Term 3 the Government estimates travel cost to be no more than \$50,000 for government-required travel and \$50,000 for material and other direct costs in support of the NAVSEA EPO. This travel estimate must be included in Section B of the offer for CLIN 3000, Option CLIN 6000, and Award Term CLINs 6100, 6200, and 6300. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror. These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens.

CLAUSES INCORPORATED IN FULL TEXT:

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

This entire Task Order is cost type.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

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

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to **<TO BE FILLED IN WITH THE OFFEROR'S FIXED FEE PROPOSED PERCENTAGE AT TIME OF AWARD> percent (<TO BE FILLED IN WITH THE OFFEROR'S FIXED FEE PROPOSED PERCENTAGE AT TIME OF AWARD>%)** of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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

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TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLIN SERIES 3000 AND 6000, 6100, 6200, 6300)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Introduction

1.1 Purpose

This Statement of Work (SOW) defines work to be performed in support of the Naval Sea Systems Command (NAVSEA) Enterprise Resource Planning (ERP) Program and pertains specifically to the implementation of Navy ERP across the NAVSEA enterprise.

1.2 Scope

The NAVSEA ERP Program Management Plan and Work Breakdown Structure, listed in Section 2.0, define the overall scope of work for the implementation of the Navy ERP solution for the NAVSEA enterprise. The contractor shall provide professional services as needed to support this program successfully as defined and tasked. The objective for the NAVSEA ERP Program Office (EPO) is to ensure a successful implementation of Navy ERP across the NAVSEA enterprise. Success means:

- Stakeholder, leadership, management and workforce buy-in and support;
- End-state processes, functionality and operations fully understood by the workforce, management, leadership and stakeholders in time to support “Go-Live”;
- The NAVSEA mission is not impaired by ERP throughout the transition and thereafter;
- Minimal impact to the flow of funds and work during transition;
- On schedule implementation at or below cost; and
- Realization of implementation benefits.

The contractor will support the NAVSEA ERP Program Office in the assessment of overall Command readiness to implement Navy ERP at NAVSEA. This includes program organization and operations, overall Enterprise readiness, program strategies and planning and overall risks that might impede successful implementation across the NAVSEA enterprise. Focus areas include, but are not limited to the following:

- Concept of Operations
- Project Management Plan
 - Approach
 - Organization
 - Staffing
 - Schedule
 - Budget
- Critical ERP Success Areas
 - Change Management
 - Governance
 - Data Conversion
 - Training
 - Testing of New Functionality
 - Issue and Risk Management

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- Performance Measurement
- Readiness Assessment
- Deployment and Roll-out
- Operations and Sustainment

2.0 Applicable Documents

2.1 General

- (a) *NAVSEA ERP Program Management Plan, EPO 070805v0.3, dated 10/12/2007*
- (b) *Work Breakdown Structure, 10/24/07*
- (c) *NAVSEA ERP Program Office CONOPs, draft*

3.0 Requirements

3.1 General Requirements

3.1.1 Functional Area Attributes

The contractor tasking in Section 3.1.1.5 is described in terms of the following:

- Performance Objective
- Performance Standard
- Acceptable Quality Level
- Monitoring Method
- Specific Tasks

These attributes are defined as below.

3.1.1.1 Performance Objective

The performance objective is specific to the tasks listed in Section 3.1.1.5. The performance objective provides a brief description of the support required of the contractor.

3.1.1.2 Performance Standard

Performance standard shall be as follows:

- **Timeliness.** Deliver products within deadlines identified in the technical instruction.
- **Accuracy.** Products shall be factually accurate, complete, and in accordance with Navy or other applicable Standards and policies, including other standards and deliverables as mutually agreed to by both the government and contractor.

3.1.1.3 Acceptable Quality Level

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Product quality shall be as follows:

- **Quality.** Products shall be free of spelling errors, grammatically correct, correct format, and fully coordinated with any stakeholders, ensuring that the content is accurate and substantive. Products shall comply with DoD, Navy, and NAVSEA EPO standards and policy for format, style, and content as applicable.
- **Compatibility.** All products must be fully compatible with Navy Marine Corps Intranet (NMCI) and prepared using Microsoft Office Suite applications as applicable, i.e., Word, Excel, PowerPoint, Access, Project, and Visio. In some cases, files prepared via the Microsoft Office Suite may also be required in Adobe Acrobat's PDF format.

3.1.1.4 Monitoring Method

Government shall review and assess deliverables and products. The contractor shall provide monthly reports of active and completed tasks.

3.1.1.5 Specific Tasks

For the focus areas identified in paragraph 1.2, the contractor will:

- Review and assess ERP Program structures and strategies, the CONOPs and plans to determine their adequacy, completeness, and applicability to project success
- Review NAVSEA's risk register and mitigation strategies to determine completeness and adequacy
- Provide input on the execution of approved plans and provide recommendations to address issues and mitigate risks
- Participate in the NAVSEA ERP Program Office In Process Reviews and End of Phase Reviews, as tasked.
- Assist NAVSEA in identifying and adopting lessons learned from NAVAIR, SPAWAR, and NAVSUP experiences with Navy ERP
- Measure and report on OCM effectiveness using metrics, surveys, stakeholder concerns, culture assessments, etc. Provide technical and administrative support to advance recommendations.

Deliverables will include written reports, technical papers, and presentation material that documents the following:

- Comments and recommendations for improving Program Plans, organizational alignment and Concept of Operations
- Assessment of approaches, progress, issues, and risks for applicable critical ERP success areas
- Assessment of project execution and identification of issues and risks
- Mitigation strategies and specific recommendations for identified risks and issues

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- Navy ERP lessons learned from other activities and recommendations for their adoption
- Assessment of NAVSEA enterprise readiness to implement ERP and recommendations for improving the Enterprise posture.

3.1.2 Deliverable Products

The contractor shall provide the deliverable products as a result of the efforts performed under this task. These deliverables include, but are not limited to:

3.1.2.1 Process Documentation

Deliverable	Frequency
Progress Report – to include a Summary of Work planned (last and current month), completed, delayed; hours utilized; major issues or risk factors, and other issues as appropriate.	Monthly
Financial Report - to include budgeted cost of work scheduled, actual cost of work scheduled, budgeted cost of work performed, variances, estimated cost at completion, calculated cost at completion and burn rate. This report should be prepared per functional area.	Monthly
Reports, documents, agendas, spreadsheets, presentations, briefings, White Papers, Program Plans (POA&M, Roadmaps, etc.), in project formats and compliant with project policies.	As Required
Surveys and survey results	As Required
Written assessment of contractor activities in each functional areas within the project highlighting the following factors: strengths, weaknesses, problems, lessons learned, cost performance, schedule performance.	Quarterly
Meeting Minutes	As required
Trip Reports	As described in Section 4.4.

3.2 Security

All contractor personnel requiring access to the Government workspaces will complete a National Agency Check (NAC). If an emergency situation exists, and the contractor requires access to the Government workspace in advance of completing the NAC, the contractor employee may begin work with a waiver from the COR. Completion of submission requirement for the NAC is required for waiver approval.

Depending on the specific tasks performed, personnel may be identified who require Secret level security clearance or higher. These personnel must be able to acquire and maintain an appropriate level security clearance.

Contractor personnel should be aware at all times of any unusual persons or packages in their work area and immediately report those to the building security staff. If contractor personnel become aware of any person seeking unauthorized access to classified materials, they should immediately report this to the COR.

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Contractor personnel laptops are not to be connected to the government local area network. Contractor will ensure all personnel requiring access to Navy systems obtain a CAC identification card along with PKI certificates.

The work to be performed under this contract may involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall:

- Be responsible for all security aspects of the work performed under this contract,
- Assure compliance with all DoD and U.S. Navy regulations regarding security, and
- Assure compliance with any written instructions from the Contracting Officer for Security.

3.3 Government Furnished Resources

The Navy will furnish appropriate project resources, including, but not limited to data, information, appropriate personnel, network resources, and reference material necessary for the Contractor to accomplish this Task Order. Generally available information will be provided to the contractor within ten (10) working days after contract award. Any additional information will be provided to the contractor within a reasonable time commensurate with schedules and target completion dates for assigned tasks and activities.

3.4 Contractor Furnished Resources

The contractor shall provide qualified personnel as specified in this Task Order.

The Contracting Officer's Technical Point of Contact (TPOC) or the Contracting Officer's Representative (COR), reserves the right to review and approve the qualifications of the key personnel assigned to this effort. The contractor shall notify the TPOC or COR of significant personnel changes along with the steps the contractor is taking to ensure impacts to task order schedules are minimized. The contractor shall notify the TPOC or COR in writing of any proposed changes to key personnel at least ten (10) working days prior to need for a replacement. Within the ten days, the contractor shall provide the qualifications for replacements for review and approval.

Individuals designated as key personnel will be committed to the project for its duration and, except for cases of termination of employment with the contractor or its professional services organization or promotion to another position within the contractor's organization, the contractor cannot substitute or replace any such individuals for its convenience without the written agreement of the TPOC (such consent not to be unreasonably withheld), except that the contractor may remove any such individuals for reasons related to performance or other individual personal concerns so long as such removed individual is promptly replaced with an individual reasonably acceptable to the Navy. The Navy shall make reasonable efforts to communicate its needs for services to the contractor in order to assist the contractor in planning the availability and scheduling of personnel.

Contractor will ensure all personnel obtain a CAC identification card along with PKI certificates.

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4.0 Other Information

4.1 Hours of Work

Contractor personnel are expected to conform to NAVSEA EPO normal business hours. For the NAVSEA EPO and the Washington Navy Yard, normal workdays are 8-hour days between 7 AM and 6 PM, Monday through Friday, with the exception of Federal holidays. Some shift work may be required for 24/7 coverage of the Help Desk. Actual hours of work will be agreed upon at task order start up. Work outside of normal work hours, if required, will be addressed on a case-by-case basis between the Task Leader and the TPOC or COR.

4.2 Place of Performance

The contractor shall primarily perform this work at their facilities and at NAVSEA facilities across CONUS, as tasked. For all work performed for NAVSEA Headquarters, the contractor's facilities shall be located within 30 miles of WNY.

4.3 Period of Performance

The period of performance shall be for one (1) base year, one (1) option year and three (3) award term years.

4.4 Travel

In addition to local travel, the contractor may be required to travel throughout the Continental United States (CONUS) to provide support. In most cases the duration of travel will not exceed five (5) working days plus the required transit times, except during the support of Test and Evaluation events, which may require extended travel.

The contractor shall provide advance notification for travel to locations requiring additional Government coordination. All travel requires advance authorization by the COR. All travel shall be conducted in accordance with the DoD Joint Travel Regulation (JTR). Travel authorization requests shall include the following:

- Title, purpose/objective, expected outcome
- Date, time (window), and location
- Proposed itinerary
- Proposed meeting/activities agenda
- Number of contractor participants
- Desired Government participants

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- Requested Government support
- Estimated costs

While on travel to other regions provide daily travel status reports that capture status in accordance with the schedule, meeting minutes from the day, and other items encountered that are identified as priority items.

The contractor shall prepare a trip report no later than five (5) workdays following the conclusion of the trip, providing actual costs, attendees, and a description of activities conducted on the trip.

5.0 Points of Contact

Task Order Manager (TOM) – Judith Oliver

Contracting Officer (CO) – Sharon Rustemier

Contracting Officer’s Technical Point of Contact (TPOC) - TBD

CLAUSES INCORPORATED IN FULL TEXT

ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

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(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other

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data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS -There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated 28 February 2006.

MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Judith Oliver (SEA 001)
(Name of Individual Sponsor)

SEA 001
(Name of Requiring Activity)

Washington Navy Yard, DC
(City and State)

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SECTION E INSPECTION AND ACCEPTANCE

Supplies/services will be inspected/accepted as follows:

<u>ITEM(S)</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
All	Destination	Government	Destination	Government

**Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified in the Technical Instructions issued under this Task Order.*

CLAUSES INCORPORATED BY REFERENCE

- 52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001
- 52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CLAUSES INCORPORATED IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 1000 AND 4000 SERIES - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

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SECTION F DELIVERABLES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 22 August 2008. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C and Attachment 1, at the level of effort specified in SECTION B, as follows:

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
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The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1000	8/15/2008 - 8/14/2009
1001	8/15/2008 - 8/14/2009
1002	8/15/2008 - 8/14/2009
3000	8/15/2008 - 8/14/2009
3001	8/15/2008 - 8/14/2009

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

4000	8/15/2009 - 8/14/2010
4001	8/15/2009 - 8/14/2010
4002	8/15/2009 - 8/14/2010
6000	8/15/2009 - 8/14/2010
6001	8/15/2009 - 8/14/2010

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

4100	8/15/2010 - 8/14/2011
4101	8/15/2010 - 8/14/2011

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4102	8/15/2010 - 8/14/2011
4200	8/15/2011 - 8/14/2012
4201	8/15/2011 - 8/14/2012
4202	8/15/2011 - 8/14/2012
4300	8/15/2012 - 8/14/2013
4301	8/15/2012 - 8/14/2013
4302	8/15/2012 - 8/14/2013
6100	8/15/2010 - 8/14/2011
6101	8/15/2010 - 8/14/2011
6200	8/15/2011 - 8/14/2012
6201	8/15/2011 - 8/14/2012
6300	8/15/2012 - 8/14/2013
6301	8/15/2012 - 8/14/2013

**For the above listed Award Term Items, the periods of performance are from date of award of the Award Term through 12 months thereafter.*

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984
52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time (s) specified on the Contract Data Requirements List(s), DD Form 1423. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>TBD upon award</u>
Pay Office DODAAC	<u>TBD upon award</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>TBD upon award</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>N00024</u>

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
judith.oliver@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

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(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Captain Andrew Morgan, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2910
e-mail: andrew.s.morgan@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Sharon Rustemier, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2325
e-mail: sharon.rustemier@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: Chadwick Mills, SEA 02652
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-1277
e-mail: chadwick.mills@navy.mil
**Note that the POR is the Contract Specialist*

TASK ORDER MANAGER (TOM)

Naval Sea Systems Command
Attn: Judith Oliver, SEA 00I
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-3034
e-mail: judith.oliver@navy.mil
**Note that the TOM is the CONTRACTING OFFICER'S REPRESENTATIVE (COR) for this Task Order.*

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The Government reserves the right to unilaterally change the points of contact at anytime.

TYPE OF ORDER

This Task Order is a Cost-Plus-Fixed-Fee (CPFF) type with Award Terms. The contractor shall devote the specified level of effort for time period(s) stated in Sections F and H, as applicable. If contractor performance is considered satisfactory by the Government, the fee(s) is payable at the expiration of the agreed-upon period(s) and upon contractor certification that the level of effort specified in this Task Order has been expended in performing the work.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)*(Applicable to CLINs 1000, 3000, Option CLINs (if exercised) 4000 and 6000, and Award Term CLINs (if awarded) 4100, 4200, 4300, 6100, 6200 and 6300.)*

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

ALLOTED	ALLOTED	ESTIMATED	
TO	TO	PERIOD OF PERFORMANCE	
ITEM	COST	FEE	PERIOD OF PERFORMANCE

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

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

AWARD TERM CLAUSE

(a) Maximum Period of Performance

The initial Task Order period of performance, if previously extended by exercise of the option for Year 2, may be further extended through the award of up to three one-year Award Terms (years 3 through 5), as provided for in this Award Term clause. These additional "award term" periods will be awarded by the Government based on contractor performance as determined by the Government in accordance with this clause.

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(b) Monitoring Performance

Contractor performance is monitored by the Government. A panel hereinafter referred to as the Award Term Review Board (ATRB) is responsible for monitoring and will make recommendations to the Term Determining Official (TDO). The ATRB and TDO may accept monitoring input from any source it chooses. The ATRB may be changed at any time at the discretion of the TDO. Notice of such change will be provided to the contractor.

The ATRB shall be composed of the following:

- SEA 00I, or designee
- Task Order Manager (TOM), as defined in Section G of the Task Order
- SEA 00I appointed Task Managers
- Procuring Contracting Officer (PCO), SEA 02652 or designee
- Legal Counsel

The ATRB reports its findings and recommendations to the TDO. The TDO makes the final decision on whether the contractor's performance during the evaluation period is sufficient to earn the contractor an award term or to retain an already earned term.

The TDO shall be SEA 00I or his designee.

(c) Award Term Evaluation Periods

Each year of performance shall be evaluated. Each of the first three years shall be evaluated to determine whether the contractor earns and retains an award term. Years two through four will be evaluated to determine whether the contractor retains award terms already earned.

The Government reserves the right to conduct an *interim* evaluation at approximately the half-way point of each evaluation period. These interim evaluations are intended to provide the contractor with the Government's assessment of the contractor's performance through the first half of each award term evaluation period.

A *final* evaluation will occur on an annual basis. The final evaluation will consider all effort that has occurred during the evaluation period.

(d) Self-Evaluation

The Contractor shall submit a self-evaluation to the PCO within fourteen (14) calendar days after the end of each evaluation period. The written self-evaluation may contain any information that may be reasonably expected to assist the ATRB in evaluating the Contractor's performance. The self-evaluation will be considered in the ATRB's evaluation of the Contractor's performance based on the evaluation factors. The self-evaluation may not exceed twenty-five (25) pages in length.

(e) Award Term Procedures

After the conclusion of an evaluation period, the Performance Monitors shall submit evaluation reports to the ATRB. If requested, Performance Monitors will provide an oral presentation of their evaluation to the ATRB. The Contractor may be invited to present information in addition to that contained in the self-evaluation to assist in the ATRB's evaluation. The criteria to be considered in the evaluation are set forth

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elsewhere in this Award Term clause.

A numerical score, on a scale of 0-100, will be determined for each of the evaluation criteria. The numerical weights for each evaluation criterion will be applied to the score. The weighted criteria scores will be summed to arrive at a total, weighted evaluation score. This score, along with any supporting narrative that may be prepared by the ATRB, will be provided to the TDO. The TDO will determine the final award term rating for an evaluation period. The Contracting Officer will inform the Contractor of the award term rating in a letter to the Contractor.

The contractor must receive a total evaluation rating score of 71 or higher to be eligible to earn an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have earned an additional award term year based on the period evaluated.

(f) Retention

The Contractor will be evaluated again during the year following the period that was evaluated initially for determining if an award term extension was earned. The contractor must receive a total evaluation rating score of 71 or higher to retain an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have retained the award term year previously earned.

(g) Finality of Decisions

Award Term decisions are at the sole discretion of the TDO. All decisions rendered by the TDO are final. The phrase "award term decision" refers to both the decision by the TDO as to whether the Contractor has earned an award term and the decision by the TDO as to whether the Contractor has retained an award term already earned.

(h) Fair and Reasonable Price A Necessary Condition

The Contracting Officer must determine that the price set forth in the Task Order for the services covered by the Task Order continues to be fair and reasonable for a given award term period. Such a decision is at the sole discretion of the PCO. A decision that the price is no longer fair and reasonable will result in the Government voiding any award terms earned.

(i) Option Exercise A Necessary Condition

If at any time the Government does not exercise an option, any previously awarded award term(s) shall be void.

(j) Retention of Award Terms A Necessary Condition

If at any time the Contractor has not retained an award term already earned, any subsequent terms shall be void.

(k) Continued Funds A Necessary Condition

The PCO must make a determination that sufficient funds are available before an earned/retained award term becomes effective. The determination that sufficient funds are available does not constitute a finding

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that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded. In the event of incremental funding, the clause entitled **LIMITATION OF FUNDS (FAR 52.232-22)** shall apply. The decision that sufficient funds are available is at the sole discretion of the PCO. Resources available to the program manager are subject to the managerial discretion of a program manager and a decision that sufficient funds are not available for this contract may be made even if there are funds available to the program office. A determination regarding the availability of funds may be made at any time.

(l) Continued Requirement A Necessary Condition

The Contracting Officer must determine that a continuing need for the same services covered by this Task Order exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the same services no longer exists will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same services may be made at any time.

(m) Failure to Retain Earned Award Terms Not a Termination

If at any time the Government does not authorize performance of a previously earned award term, the subsequent terms shall be considered void. The Contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an earned award term has not been retained is not a termination for convenience or default. A decision by the PCO that any of the necessary conditions of this clause have not been satisfied is not a termination for convenience or default. For example, if the Contractor has earned three award terms but the Government fails to exercise the Award Term for the fifth year of the contract, then the contract shall end at the completion of the period of performance for the fourth year.

(n) Contractor Right to Decline

The contractor retains the right to decline previously earned award terms not later than nine (9) months prior to the start of an Award Term Year. The Contractor must notify the PCO in writing prior to nine (9) months before the start of the award term year of its desire not to perform the next award term year. Failure to so notify the PCO may result in a default termination if the Contractor fails to perform an award term that the Government has authorized. In the event the Contractor elects its rights to decline an earned award term, all subsequent award terms shall be void.

(o) Extension of the Task Order

The PCO will unilaterally modify the contract to extend the period of performance in one-year increments when each of the following conditions apply:

- an award term earned has been retained;
- the Government has a continuing requirement for the service(s) covered;
- the price established for the covered line items remains fair and reasonable;
- appropriated funds are available; and
- the Contractor has not expressly stated in writing that it is unwilling to perform an award term no later than nine (9) months before the beginning of an award term period.

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(p) Evaluation Criteria

1. Evaluation Categories and Factors. Following each evaluation period, the Contractor's performance will be evaluated in the following categories, weighted as shown:

<u>EVALUATION CATEGORY</u>	<u>WGT</u>
Cost Performance	25%
Schedule Performance	25%
Technical Performance	25%
Management Performance	25%

The Government may unilaterally change any evaluation categories, weights, or factors it deems necessary. The Contractor, however, will be notified of changes prior to the beginning of an affected evaluation period. Performance issues in any evaluation category may result in an increased weight for that category in subsequent evaluation periods.

2. The following performance categories will be evaluated:

Performance Category	Evaluation Weight	Specific Areas of Interest
Cost Control	25%	Ability to control cost and avoid unnecessary cost increases. Emphasis will be placed on the contractor's ability to estimate correctly the first time and maintain initial budgets. Ability to make cost effective decisions with respect to technical requirements, schedule and quality control. Early identification of cost and schedule problems. The timely and accurate submission of cost performance data.
Schedule Performance	25%	Ability to perform or adhere to the scheduled delivery dates as specified in the Task Order and Technical Instructions. Ability to make decisions with respect to schedule adjustments required by the Government without effecting cost or quality. Early identification of schedule problems to include self-correcting. Timeliness of deliverables and provided services.
Technical Performance	25%	Quality and accuracy of deliverables as well as services provided. Ability to provide services commensurate with the Tasks specified in the Task Order and Technical Instructions.
Management Performance	25%	Ability to manage contractor and subcontractor efforts efficiently and effectively with transparent performance within the team.

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		Emphasis will be placed on the contractor's ability to staff positions with appropriate personnel who have the necessary skills and requisite technical capability and experience to effectively perform the work. *Percentage of actual small business subcontracting towards the 25% requirement.
Total	100%	

3. The following grading table is to be used for this Task Order:

Adjective Rating	Range of Evaluation rating	Description
Outstanding	91-100	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) weaknesses with no adverse effect on overall performance. No deficiencies in any area.
Excellent	81-90	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor weaknesses. No deficiencies in any area.
Good	71-80	Effective performance; fully responsive to contract requirements; reportable weaknesses, but with little identifiable effect on overall performance. No deficiencies in any area.
Satisfactory	61-70	Meets the minimum acceptable standards; adequate results; reportable weaknesses with identifiable, but not substantial effects on overall performance. No deficiencies in any area.
Unsatisfactory	60 and Below	Does not meet minimum acceptable standards in one or more areas; reportable deficiencies with remedial action required in one or more areas which adversely affect overall performance.

AWARD TERM PLAN

1.0 INTRODUCTION

This is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the Term-Determining Official (TDO). The evaluation will begin at the start of the Task Order.

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Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the Government and to the Contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the Award Term earned are described herein. All TDO decisions regarding the award-term score, the methodology used to calculate the score, the calculation of the score, the Contractor's entitlement to the score, and the nature and success of the evaluation of the Contractor's performance are final.

An Award Term earned and retained will be awarded to the Contractor through unilateral Task Order modification based upon the score as determined by the TDO.

2.0 ORGANIZATION

The Award Term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and the performance monitors.

3.0 RESPONSIBILITIES

a. Term Determining Official. The TDO approves the Award Term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned Award Term score for each evaluation period. The TDO appoints the ATRB Chairperson.

b. Award Term Review Board Chairperson. The ATRB Chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB Chairperson briefs the TDO on the evaluation results including the recommended score and the Contractor's overall performance and recommends Award Term plan changes to the TDO.

c. Award Term Review Board. ATRB members review performance monitors' evaluation of the Contractor's performance, consider all information and pertinent sources, prepare interim performance reports, if any, and arrive at the Award Term score recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan.

d. ATRB Recorder. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO.

e. Contracting Officer (CO). The CO is the liaison between Contractor and Government personnel. Subsequent to the TDO decision, the CO reviews the Award Term documentation, concurs with the TDO's decision, and modifies the Task Order, if necessary, to reflect the decision.

f. Performance Monitors. Performance monitors maintain written records of the Contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Award Term Score. The Award Term score will be based on the Contractor's performance during each evaluation period.

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b. Evaluation Criteria. If the CO does not give specific notice in writing to the Contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following Award Term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. Interim Evaluation Process. Interim evaluations will be conducted at the discretion of the Government. If it is determined that an Interim Evaluation will be conducted, it will be conducted at approximately the six-month period and the Contractor will be notified thirty (30) days before the end of the interim period if a self-evaluation will be required. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period within 45 days of conclusion of the interim evaluation period. The CO may also issue letters at any other time when deemed necessary to highlight areas of Government concern.

d. End-of-Period Evaluations. The ATRB Recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The Contractor will provide the Government a self-assessment within fourteen (14) calendar days after the end of the evaluation period. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation report and recommendation. The Contractor self-assessment will be provided to the TDO as part of the determination package. The ATRB Chairperson briefs the evaluation report and recommendation to the TDO. The TDO determines the overall score and determines whether an Award Term has been earned for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the Contractor of the evaluation results. Upon concurrence with the TDO decision, the CO issues a modification within fifteen (15) calendar days after the TDO's determination to authorize an award extension or reduction reflecting the earned award term amount.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

It is anticipated that Award Term Evaluation Categories may need to be revised to place increased emphasis on specific areas, to take advantage of lessons learned and identify new approaches to measuring the quality of service/deliverables received, and to incentivize continuous improved performance in that regard. As such, the Contractor may propose changes and the Government may unilaterally make changes to this plan. The Contractor shall submit any proposed changes no later than sixty (60) calendar days prior to the start of the next evaluation period. Contractor proposed changes, if approved by the Government, will be made by bilateral agreement via a Task Order modification prior to the start of the next evaluation period. However, the Government reserves the right to unilaterally change evaluation categories prior to the start of an Award Term period.

6.0 AWARD-TERM EVALUATION CATEGORIES

a. The Award Term Evaluation Categories are weighted based upon projected emphasis over the planned contract period. The following table outlines the structure and weighted value of each evaluation criteria:

<u>Evaluation Category</u>	<u>Category Weight</u>
Cost Performance	25% of Total
Schedule Performance	25% of Total
Management Performance	25% of Total

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Technical Performance

25% of Total

(1) Cost Performance

Of major importance in evaluating the Contractor's cost performance will be the Contractor's cost planning and timely, complete, and accurate reporting of costs. In addition, the Contractor's efforts in the area of cost reduction/cost avoidance will also be considered (e.g. management approach to performance of task assigned to minimize the cost, and demonstrated ability to keep the cost of work to be performed in line with the contract estimated cost).

(2) Schedule Performance

The Government will consider whether all deliverables are submitted on time, ahead of schedule, or late. The Contractor's early identification of problem areas and accomplishments in overcoming problems to maintain schedules shall also be considered.

(3) Management Performance

The Government will consider whether the Contractor's organizational structure provides for highly qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals and whether their lines of communication are well defined, clearly understood, and always facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals. In addition, the Government will consider whether the Contractor effectively integrates all functional area requirements into an overall team effort in order to optimize program efficiencies and if applicable, whether they meet or exceed their small business subcontracting goals.

(4) Technical Performance

Of major importance in evaluating the Contractor's technical performance will be the demonstration of commitment by the Contractor to meet the requirements of the Task Order. Specifically, the Contractor's response to taskings and accuracy of work produced will be evaluated in this category. In addition, the Contractor's approach to solving problem areas presented by the Government will be evaluated as a measure of competence.

b. The following evaluation ratings are descriptive of the elements that will be evaluated. Not all elements under a rating description may apply. Elements of Contractor performance may be descriptive under more than one rating and therefore the Government reserves the right to determine the most appropriate rating for the performance category based on which rating the preponderance of the elements fall under.

Cost Performance

Unsatisfactory - Failed to manage or control costs within contract and task projections. A large percentage of actual costs exceeded task estimates. Most cost documentation was inadequate and costs were difficult to track. Reporting of costs were untimely, incomplete, and inaccurate. Contractor made no efforts in cost reduction/cost avoidance.

Satisfactory - Took minimum action to manage and control costs within contract and task. Some

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actual costs exceeded task estimates. Some cost documentation was adequate, but costs were difficult to track. Reporting of costs were sometimes timely, complete, and accurate. Contractor made little effort in cost reduction/cost avoidance.

Good - Costs were managed and used in a cost-effective manner. Costs incurred were consistent with estimated costs and cost management guidelines. Budget and cost management practices and procedures met requirements. Most cost projections were met. Cost documentation was adequate and easy to track. Cost reporting was timely, complete and accurate. Cost made some effort in cost reduction/cost avoidance.

Excellent - Costs were managed and controlled by working with customers and program office. Almost all cost projections were met or under-run. Some gains were made in reducing task costs. Costs were tracked well enough to identify most variances. Projections were made for the use of some excess funds & efforts were undertaken to ensure these funds were used or returned to the customer. Contractor made great effort in the area of cost reduction/cost avoidance.

Outstanding - Costs were managed and controlled by working with customers and program office. All cost projections were met or under-run. Significant gains were made in reducing task costs. Costs were tracked well enough to identify all variances. Projections were made for the use of most excess funds and efforts were undertaken to ensure these funds were used or returned to the customer. Contractor's efforts in the area of cost reduction/cost avoidance went beyond the expectations of the Government.

Schedule Performance

Unsatisfactory - Failed to manage or control scheduled deliverables within contract and task projections. A large percentage of scheduled deliverables were late. Deliverables were often submitted in a format that was incomplete, unclear, not concise, technically inaccurate, and not easily understood. Most documentation was inadequate and schedule was difficult to track. Schedule and deliverable reporting were untimely, incomplete, and inaccurate. Any required corrections were extensive in nature and Contractor was slow to correct. The Contractor did not identify problems areas upfront, and made no efforts to overcome problems to maintain schedules.

Satisfactory - Took minimum action to manage and control scheduled deliverables within contract and task. Some actual scheduled deliverables met task estimates. Deliverables were submitted in an acceptable format but were sometimes incomplete, not concise, technically inaccurate, and not easily understood. Some documentation was adequate but schedule was difficult to track. Schedule and deliverable reporting were sometimes timely, complete, and accurate. Some corrections were extensive in nature and Contractor was usually timely in making corrections. The Contractor sometimes identified problems areas upfront and made little effort to overcome problems to maintain schedules.

Good - Schedule was managed within contract and task requirements. Deliverables were consistent with estimated schedule and deliverable guidelines. Deliverables were submitted in an acceptable format and were complete, concise, technically accurate, and easily understood. Documentation is adequate and schedule was easy to track. Corrections were minor in nature and Contractor made corrections in a timely manner. The Contractor identified problems areas upfront and made efforts to overcome problems to maintain schedules.

Excellent - Schedule was managed within contract and task requirements and deliverables were submitted on time or sometimes ahead of schedule. Deliverables sometimes exceeded requirements and

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were submitted in a manner that was complete, concise, technically accurate, and easily understood. Corrections were very few and minor and corrected in an expeditious manner. The Contractor was proactive in identifying problem areas upfront and made great efforts to overcome problems to maintain schedules.

Outstanding - Schedule was managed so that deliverables were consistently ahead of schedule and within contract and task requirements. Deliverables consistently exceeded requirements and were submitted in a manner that was complete, concise, and technically accurate, and easily understood. No corrections were required for deliverables. The Contractor provided early identification of problems areas and made great accomplishments in overcoming problems to maintain schedules.

Management Performance

Unsatisfactory - Contractor's organizational structure did not provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were not defined, clearly understood, and did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor did not effectively integrate all functional area requirements into an overall team effort in order to optimize program efficiencies. Failed to provide qualified personnel for all tasks. Management was extremely slow in updating staffing after repeated feedback from customer. A large percentage of the staff was not in place when required by the task. Customer was very dissatisfied with staffing efforts. If applicable, small business subcontracting goals were not met.

Satisfactory - Contractor's organizational structure was marginally adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined and understood but did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor sometimes integrated all functional area requirements into an overall team effort in order to produce program efficiencies. Management was slow to update manning after repeated feedback from customer or as required by this Task Order and Technical Instructions. Some staff were not available when required by the task. Customer was marginally dissatisfied with staffing efforts. If applicable, Small business subcontracting goals were not totally met.

Good - Contractor's organizational structure was adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined, understood, and facilitated exchanges of information, both technical and contractual, to meet project goals. Contractor integrated all functional area requirements into an overall team effort in order to provide program efficiencies. Provided fully qualified staff in almost all cases. Management was cognizant of customer needs and provided almost all of the staffing required on assigned tasks when required by the task. Customer was reasonably satisfied with staffing efforts. If applicable, small business subcontracting goals were met.

Excellent - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies. Provided fully qualified staff in all cases. Management was cognizant of customer needs and provided 100% of the staffing required on assigned tasks when

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required by the task. Customer was well satisfied with staffing efforts. If applicable, small business subcontracting goals were met and sometimes exceeded.

Outstanding - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve and sometime exceed project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet and sometimes exceed project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies and exceed Government expectations. Provided fully qualified staff in all cases and exceptionally qualified staff in some cases. Personnel status was frequently reviewed to ensure customer needs were met. 100% of the staffing required on assigned tasks was provided when required by the task. Customer was extremely satisfied with staffing efforts. If applicable, small business subcontracting goals were consistently exceeded.

Technical Performance

Unsatisfactory - Failed to meet most task/contract requirements. Work was poorly organized, unprofessional, and required much interpretation or rework. Contractor's response to taskings was slow and work produced was consistently inaccurate. Contractor's approach to solving problem areas presented by the Government did not demonstrate a level of competence. Customer was very dissatisfied with performance.

Satisfactory - Work was of marginal quality in some cases and required some interpretation or rework. Contractor's response to taskings was sometimes slow and work produced is sometimes inaccurate. Contractor's approach to solving problem areas presented by the Government demonstrated a minimum-level of competence. Customer was marginally satisfied with performance.

Good - Majority of work was adequate and required little rework. Contractor's response to taskings was timely. Contractor's approach to solving problem areas presented by the Government demonstrated competence. Customer was reasonably satisfied with overall performance.

Excellent - Support to customer was very good, well coordinated, and ensured task accomplishment. Employees put forth an extra effort to accomplish tasks. Contractor's response to taskings was prompt and work produced was accurate and highly proficient. The Contractor demonstrated instances of being proactive by anticipating Government needs and providing effective solutions. Contractor's approach to solving problem areas presented by the Government demonstrated a high-level of competence. Customer was very satisfied with performance.

Outstanding - Met all task/contract requirements (100%). Support to customer was excellent, well coordinated, and all task goals were met. Employees displayed exceptional knowledge and put forth a commendable effort to accomplish tasks. Contractor's response to taskings was consistently prompt and work produced was consistently impressive. Contractor's approach to solving problem areas presented by the Government demonstrated high-level of competence. The Contractor was consistently proactive in anticipating Government needs and providing effective solutions. Customer was extremely satisfied with performance.

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NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **THE SUCCESSFUL OFFEROR'S PROPOSED LOE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **THE SUCCESSFUL OFFEROR'S PROPOSED HOURS FOR UNCOMPENSATED EFFORT WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER** (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately **THE SUCCESSFUL OFFEROR'S PROPOSED "BURN" RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of

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

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

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

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

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

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

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

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

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

The successful Offeror, in performing the tasks associated with this Statement of Work, may create a potential or actual organizational conflict of interest in its, its parent company's, its subsidiary or wholly owned affiliates, ability to provide existing or future hardware, software, integration, construction or other products or services for consideration for use on the ERP program.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant 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 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

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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 cognizant 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 Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or 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.

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

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

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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 or 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 description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract 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 contract.

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(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract 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 this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval prior to proposal submission. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost reimbursement Task Order resulting from this solicitation.

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

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

ITEM(S) LATEST OPTION EXERCISE DATE

- 4000 No later than 12 months after Base Year Award date.
- 4001 No later than 12 months after Base Year Award date.
- 4002 No later than 12 months after Base Year Award date.
- 4100 No later than 12 months after Option Year 1 exercise date.
- 4101 No later than 12 months after Option Year 1 exercise date.
- 4102 No later than 12 months after Option Year 1 exercise date.
- 4200 No later than 12 months after Award Term 1 exercise date.
- 4201 No later than 12 months after Award Term 1 exercise date.
- 4202 No later than 12 months after Award Term 1 exercise date.

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- 4300 No later than 12 months after Award Term 2 exercise date.
- 4301 No later than 12 months after Award Term 2 exercise date.
- 4302 No later than 12 months after Award Term 2 exercise date.
- 6000 No later than 12 months after Base Year Award date.
- 6001 No later than 12 months after Base Year Award date.
- 6100 No later than 12 months after Option Year 1 exercise date.
- 6101 No later than 12 months after Option Year 1 exercise date.
- 6200 No later than 12 months after Award Term 1 exercise date.
- 6201 No later than 12 months after Award Term 1 exercise date.
- 6300 No later than 12 months after Award Term 2 exercise date.
- 6301 No later than 12 months after Award Term 2 exercise date.

(b) If the Government exercises this option, the extended delivery order shall be considered to include this option clause.

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SECTION J LIST OF ATTACHMENTS

Attachment 3 - NAVSEA ERP Program Management Plan, EPO 070805v0.3, dated 10/12/2007

Attachment 4 - Work Breakdown Structure, 10/24/07

Attachment 7 - Cost Summary Format

Attachment 1 - DD254 Form

Attachment 5 - NAVSEA ERP Program Office CONOPs, draft

Attachment 6 - Past Performance Questionnaire

Attachment 8 - FAD sheet for Base Award - \$50,000