| AMENDMENT OF SOLICITATION/MO | DIFICATION OF CONTR | RACT | 1. CC | U CODE | PAG 1 | E OF PA | GES 3 |
|--|--|---|-----------------|---|-----------------------------|-----------|------------------------------|
| 2. AMENDMENT/MODIFICATION NO. 15 | 3. EFFECTIVE DATE 29-Sep-2009 | TARE AND STREET | | PURCHASE REQ. NO. 6-09-MR-32532 | 5. | PROJEC | T NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N65236 | 7. ADMINIS | STERE | D BY (If other than Item 6) | (| ODE | S0602A |
| SPAWAR SSC ATLANTIC (Charleston) | | D | СМА | DENVER | | | |
| P.O. BOX 190022 | | D | enver | Federal Center Build | ding 16, 6 | h Aver | nue and Kipling |
| North Charleston SC 29419-9022 | | | | P.O. Box 25586 | No. | | |
| john.r.oconnor@navy.mil 843-218-4780 | | D | enver | CO 80225-0586 | | | |
| joini.i.ocomioi@navy.iiii 043-210-4700 | | | | | | | |
| | | Ī | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., s | treet, county, State, and Zip Code | 9) | | 9A. AMENDMENT OF S | OLICITATION | 1 NO. | |
| ITT Corporation, Systems Division | | | | | | | |
| 655 Space Center Drive | | | | | | | |
| Colorado Springs CO 80915-3604 | | | | 9B. DATED (SEE ITEM | 11) | | |
| | | | | 101 HORIEIGHTION O | E COLUEDA O | TIODDE | D 110 |
| | | , | ., | 10A. MODIFICATION O | F CONTRAC | TORDE | R NO. |
| | | [| X] | N00178-05-D-4 | 305 V704 | | |
| | | | | 10B. DATED (SEE ITEM | | | |
| CAGE CODE 1,IGQ0 FAC | ILITY CODE 052819732 | | | 08-Aug-2006 | 1 13) | | |
| 10000 | TEM ONLY APPLIES TO A | MENDMENT | TS OF | 9 | | | |
| The above numbered solicitation is amended as | THE PROPERTY OF THE PARTY OF TH | | - | - 4 | xtended, | Former | extended. |
| (c) By separate letter or telegram which includes a ref AT THE PLACE DESIGNATED FOR THE RECEIPT (virtue of this amendment you desire to change an off reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If | OF OFFERS PRIOR TO THE HOU er already submitted, such chango is received prior to the opening ho | JR AND DATE e may be made our and date sp | SPECI by tel | IFIED MAY RESULT IN RE egram or letter, provided e | EJECTION O | F YOUR | OFFER. If by |
| | APPLIES ONLY TO MODIF S THE CONTRACT/ORDE | | | | S, | | |
| (*) A. THIS CHANGE ORDER IS ISSUED F | | | | | E MADE IN 1 | HE CON | ITRACT ORDER |
| [] | | | | | | | |
| B. THE ABOVE NUMBERED CONTRAC | | | | | as changes i | n paying | office, |
| [] C. THIS SUPPLEMENTAL AGREEMENT | IS ENTERED INTO PURSUANT | TO AUTHORIT | Y OF: | | | | |
| | | | | | | | |
| [X] D. OTHER (Specify type of modification FAR 52.232-22 | | | | | | | |
| E. IMPORTANT: Contractor [X] is not, [] is re | equired to sign this document | and return | | ies to the issuing office. | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATIO | N (Organized by UCF section head | dings, including | solicita | ation/contract subject matte | er where feas. | ble.) | |
| SEE PAGE 2 | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME | AND T | ITLE OF CONTRACTING | OFFICER (T) | pe or pri | nt) |
| io.a. iaimii 7110 ii ei ei ei ei ei ii i i i ja | | J. (1000) 1000 1000 1000 1000 1000 1000 10 | | onnor, Contracting Of | | | • |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | | TES OF AMERICA | licei | 1 16 | C. DATE SIGNED |
| I.B. GONTINGTONOTTENON | ioo, bitte diditeb | | | | | | |
| | | BY /s/Joh | n R O | Connor | | 29 | 9-Sep-2009 |
| (Signature of person authorized to sign) | | | (Signati | ure of Contracting Officer) | | | |
| NSN 7540-01-152-8070 | 30 | 0-105 | | | | | (Rev. 10-83) |
| PREVIOUS EDITION UNUSABLE | | | | | cribed by GS (48 CFR) 53 | | |

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GENERAL INFORMATION

The purpose of this modification is to Add Incremental Funding and to Realign Ceiling and Funding. Accordingly, said Task Order is modified as follows:

| The total amount of fur | nds obligated to the task | is hereby increased by | irom ' |) to |
|-------------------------|---------------------------|------------------------|---------|---------|
| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
| 120101 | TBD | | | |
| 320101 | TBD | | | |
| 320102 | TBD | | ŗ | |
| | | | | |
| The total | | 1923 | | |
| CLIN/SLIN | From (\$) | By (\$) | | To (\$) |
| 1201 | | | | |
| 3101 | | MA CO | | |
| 3201 | 20 | | | |

LIMITATION OF LIABILITY - INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to

_ It is estimated that these funds will cover the cost of performance through <u>01 February 2010</u>. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of ____ shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

Base Year

| CLIN | TOTAL CPFF | FUNDS THIS ACTION | PREVIOUS FUNDING | TOTAL FUNDS AVAILABLE | BALANCE UNFUNDED |
|--------|----------------|----------------------|---------------------|--------------------------|---------------------|
| 1001 | | Į. | 39 | | |
| 3001 | * | | | | |
| 1st Op | tion Year | | | | |
| CLIN | TOTAL CPFF | FUNDS THIS ACTION | PREVIOUS FUNDING | TOTAL FUNDS AVAILABLE | BALANCE UNFUNDED |
| 1101 | ; - | | | ٤ | 12 |
| 3101 | | | | <u> </u> | 2 48 |
| 2nd Op | otion Year | | | | |
| CLIN | TOTAL CPFF | FUNDS THIS ACTION | PREVIOUS FUNDING | TOTAL FUNDS AVAILABLE | BALANCE UNFUNDED |
| 1201 | 5 | | | W B | |
| 3201 | (€) | | | | |

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MOD 15

120101 N65236-8193-C023

LLA:

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

320101 N65236-8193-C023

LLA:

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

320102 N65236-9242-C033

LLA:

AF 9790100 4300 P926LEZBI GE23 2575 DGEMR9N251 S12137

Standard Number: DGEMR9N251/AA

JON: AGJSEX9300 REQ: N65236-9242-C033 DOC: DGEMR9N251/AA

All other terms and conditions remain unchanged.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

3001 Base Year - Other 1.0 Lot

Direct Costs. Non-Fee Bearing

(TBD)

CLIN - SUPPLIES OR SERVICES

| CDIN | DOLLALAD ON DAME | | | |
|--------|---|---------|---|--|
| For Co | st Type Items: | | | |
| Item | Supplies/Services | | | |
| 1001 | Base Year Digital Video Broadcast-Return Channel Satellite Systems Operations and Maintenance Support (TBD) | 1.0 Lot | | |
| 100101 | ACRN AA - FUNDING FOR CLIN 1001 LABOR (OMDA) (TBD) | | | |
| 100102 | ACRN AB - FUNDING FOR CLIN 1001 LABOR (OMDA) (TBD) | | | |
| 100103 | ACRN AC - FUNDING FOR CLIN 1001 LABOR (OMDA) (TBD) | | | |
| 1101 | Option 1 - Digital Video Broadcast-Return Channel Satellite Systems Operations and Maintenance Support (TBD) | 1.0 Lot | | |
| 110101 | ACRN AD LABOR FOR PWS (TBD) | | | |
| 110102 | MOVED TO SLIN 120101 (TBD) | | | |
| 1201 | Option 2 - Digital Video Broadcast-Return Channel Satellite Systems Operations and Maintenance Support (TBD) | 1.0 Lot | ŧ | |
| 120101 | ACRN AE Funding for Labor CLIN 1201 (OMDA) (TBD) | | | |
| For OD | C Items: | | | |
| | Supplies/Services | | | |

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300101 Other Direct Costs in support of CLIN 1001 (OMDA) (TBD) 300102 Other Direct Costs in support of CLIN 1001 (OMDA) (TBD) Option 1 - Other 3101 Direct Costs. Non-Fee Bearing (TRD) 310101 ACRN AD ODC FOR CLIN 1101 (TBD) 310102 ACRN AC ODC FOR CLIN 1101 (TBD)

1.0 Lot

310103 MOVED TO SLIN 320101 (TBD)

3201 Option 2 - Other Direct Costs. Non-Fee Bearing (TBD)

1.0 Lot

320101 ACRN AE FUNDING FOR OCD -OMDA (TBD)

320102 ACRN AF FUNDING FOR OCD -OMDA (TBD)

ADDITIONAL SLINS

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

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

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

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

```
Total Staff-Hours (X)* Total Prime Staff-Hours Fixed Fee**
*(inclusive of Prime and any proposed Subcontractor(s))
Base Period
Option 1
Option 2
                                                                                   X Total Staff-Hours
**Contractor is to identify basis for fixed ree amount: _X__ Prime Hours Only
```

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

- (b) Of the total staff-hours of direct labor set forth above, it is estimated that __ staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract,
- (c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

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- (d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:
- (1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.
- (2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contract to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
- (3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.
- (4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ration of fee to the estimated total hours then set forth in the contract.
- (5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.
- (e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:
- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

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

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

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

LIMITATION OF LIABILITY - INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to cover the cost of performance through 01 February 2010. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

Base Year

CLIN TOTAL CPFF FUNDS THIS ACTION PREVIOUS FUNDING TOTAL FUNDS AVAILABLE BALANCE UNFUNDED 1001 \$0

3001 \$0

CLIN TOTAL CPFF FUNDS THIS ACTION PREVIOUS FUNDING TOTAL FUNDS AVAILABLE BALANCE UNFUNDED

1101

3101

2nd Option Year

1st Option Year

CLIN TOTAL CPFF FUNDS THIS ACTION PREVIOUS FUNDING TOTAL FUNDS AVAILABLE BALANCE UNFUNDED

1201

3201

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.
- (b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.
- (c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.
- (d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

ONSITE HELP DESK OPERATOR:

- * An Associate's Degree in an engineering, information technology, or related science field.
- * Expertise in two-way satellite communications (iDirect/DVB-RCS or similar), Internet Protocol communications (Web, IP, streaming applications), computer hardware and Cisco routers and switches.
- * Minimum 8 years of broadband IP satellite service experience and U.S. citizenship.

ONSITE FIELD TECHNICIAN

- * An Associate's Degree in an engineering, information technology, or related science field.
- * Expertise in two-way satellite communications (iDirect/DVB-RCS or similar), Internet Protocol communications (Web, IP, streaming applications), computer hardware and Cisco routers and switches.
- * Minimum 4 years of broadband IP satellite service experience and U.S. citizenship.

ONSITE LEAD FIELD TECHNICIAN

- * An Associate's Degree in an engineering, information technology, or related science field.
- * Expertise in two-way satellite communications (iDirect/DVB-RCS or similar), Internet Protocol communications (Web, IP, streaming applications), computer hardware and Cisco routers and switches.
- * Minimum 8 years of broadband IP satellite service experience and U.S. citizenship.

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

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

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SPAWARSYSCEN-CHARLESTON, Code 543 DVB-RCS System

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Charleston is acquiring Logistics, Operations and Maintenance, and Help Desk support services for the Communications Division in support of Operations Iraqi Freedom (OIF).

2.0 BACKGROUND

In late fall of 2004 the Secretary of Defense asked for a review of UAV utilization in support of Operation Iraqi Freedom. In response the Joint Staff conducted a study that determined there was a shortfall in communications to support UAV dissemination. At approximately the same time the Global Broadcasting System (GBS) Operational Requirements Document (ORD III) was being rebaselined to require two-way transmission of data. The Joint Staff (JS/J6Z), in January 2005, validated a Critical Need Statement-driven requirement to augment the GBS system with two-way service for CENTCOM. DISA (GE53) has the mission responsibility to procure, install, deploy and train a complete Digital Video Broadcast-Return Channel Satellite (DVB-RCS) system for USCENTCOM support of Operations Iraqi Freedom (OIF).

Currently, SPAWARSYSCEN Charleston has a requirement to provide operational support to this in-theater two-way satellite program. This includes helpdesk and on-site user assistance support, procurement of cold spares, and intheater storage and housing of spare equipment.

Potential exist for DISA/GE53 to continue fielding technologies similar to this effort that will require additional modifications to existing DISA telecommunications sites and the operational fielding of tactical equipment suites. SPAWARSYSCEN Charleston and Europe will support this effort in a strategic partnership that leverages existing CENTCOM-based support infrastructure available through the SPAWAR Enterprise.

3.0 SCOPE

The objective of this Task Order is to obtain the full range of post-deployment system support services to assist and support SPAWARSYSCEN Charleston Code 543 to carry out its duties and responsibilities to deliver world-class C4I Communications systems and services to their customers. The range of Task Order services required span subject matter expertise from in-theater DVB-RCS system help desk support services to equipment procurement and logistics with skill sets and experience that match Code 543's need to comply with and respond to DOD, SPAWAR, Joint, Allied and Coalition requirements including current, updated program plans and documentation, current and accurate requirements definition, alternative approaches for fielding, migrating, staging and supporting systems, site management, acquisitions, adherence to standards, specifications and best practices, mitigation of risks, addressing issues and performing all of the Program and Project functions necessary to achieve the strategic goals and objectives of the C4I Program Office.

Support will include the current DVB-RCS network consisting of approximately 20 terminals located throughout the CENTCOM area of responsibility (AOR). Future CENTCOM requirements may increase the number of terminals to approximately 30 terminals over the next 1 - 2 years.

4.0 PLACE OF PERFORMANCE

Work shall be performed at the Contractor's facility and at FOB Speicher, Iraq and Bagram Airfield, Afghanistan.

Work shall also be performed as required at SPAWAR Europe Facilities in Stuttgart, Germany; DSCS Station, Landstuhl, Germany; and various Southwest Asia Locations. Examples include:

- (a) Baghdad, Mosul, Ramadi, and Tikrit, Iraq;
- (b) Bagram, Kabul and local areas within 35 miles of Kabul, Afghanistan;

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- (c) Camp Arifjan, Kuwait;
- (d) Al Udeid and As Saliyah, Qatar;
- 5.0 APPLICABLE DIRECTIVES / REFERENCES
- (a) DODI 3020.37, Continuation of Essential DoD Contractor Services During Crises, November 6, 1990
- (b) DoD Directive 1100.18, "Wartime Manpower Mobilization Planning," January 31, 1986
- (c) DoD Instruction 1000.1, "Identity Cards Required by The Geneva Conventions," of 5 Jun 1991.
- (d) DODD 1404.10, Emergency Essential (E-E) DoD U.S. Citizen Civilian Employees, of 10 Apr 92 (in conjunction with 10 U.S.C. § 1580, Emergency essential employees: designation)

6.0 SECURITY

The Contractor personnel should possess at least a current SECRET security clearance. In addition, the Contractor may be required to have the following security access in performance of this contract:

- * Handle COMSEC equipment and be COMSEC briefed
- * Access to SECRET level material onsite, at other Contractor's facilities, US government locations, both inside the US and abroad.
- * Access to the Defense Courier System (DCS)
- * For cryptographic equipment, the Contractor must be able to store, handle, and transfer using approved DOD COMSEC and US classified material methods. Storage of cryptographic equipment shall be at a local US Government facility. A Contract Security Classification Specification Form (DD254) will be issued identifying these security requirements to the Contractor Security Officer.

The Government will provide the Contractor unrestricted access to government facilities consistent with security clearances and policies. Access will only be granted during the period of performance specified above. Personnel who have been granted the appropriate security clearance and escort privileges must provide escorts for all Contractor personnel not possessing the proper clearance for required entry to controlled areas. The Contractor shall comply with local facility manager requirements for protection of government property while performing duties in government facilities.

The Contractor's request for visit authorization shall be submitted in accordance with DOD 5220.22M (Industrial Security Manual for Safeguarding classified Information) not later than one week prior to visit. The Contractor shall also submit Personal Protection Packages for each person traveling and working in hostile areas under this tasking. Request shall be forwarded via Space and Naval Warfare Systems Center (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified Task Order Manager (TOM). All personnel performing classified tasks under this project shall be cleared to a minimum of SECRET.

(a) The contractor shall comply with inoculation requirements, prescribed by

Commander, USCENTCOM for the area in which duties will be performed.

- (b) The contractor shall obtain and possess a valid U.S. passport.
- (c) The contractor shall obtain and posses a valid Geneva Convention CAC Identification

Card (DD Form 1142-2) for Emergency Essential Personnel accompanying the Armed Forces in accordance with References 5(a) - 5(d).

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- (d) The contractor shall obtain and possess a valid security clearance.
- (e) Upon reporting for duty, the contractor shall wear clothing that clearly indicates U.S.

technician status as opposed to U.S. Service member status, in accordance with in-theater requirements.

- (f) Prior to deployment the contractor shall complete:
- (i) DD Form 93, Record of Emergency Data;
- (ii) DD Form 1172-2, Common Access Card (CAC) Application;
- (iii) DD Form 2365, DOD Civilian Employee Overseas Emergency-Essential Position Agreement;
- (iv) Personal Protection Plan (PPP); and
- (v) Mission Essential deployment letter which constitutes authorization to travel via military transportation if available, or commercial transportation to and from the task destination, and to delay enroute only as the exigencies of diligent pursuit of travel arrangements to perform assigned duties require.

NOTE: Emergency-Essential (E-E) Designation. In accordance with references (a) – (d) DoD uses the process of E-E designation to ensure that its civilian work force is prepared to respond rapidly, efficiently, and effectively to meet mission requirements for all contingencies and emergencies. In accordance with references (a) – (d), positions located overseas or scheduled to deploy overseas which require highly specialized skills, training or experience that prevent them from being converted to military positions will be designated as E-E civilian positions when they provide functions or services that must continue subsequent to the emergency evacuation of Navy civilian employees from an overseas area. Positions designated as E-E provide functions or services that have a direct bearing on the success of combat operations or the continued performance of combat-essential support systems. Only positions that are absolutely essential to the combat mission (as opposed to desirable) and that cannot be converted to military positions because of specialized skill requirements will be designated as E-E civilian positions.

The Government will provide the Contractor unrestricted access to government facilities consistent with security clearances and policies. Access will only be granted during the period of performance specified above. Personnel who have been granted the appropriate security clearance and escort privileges must provide escorts for all Contractor personnel not possessing the proper clearance for required entry to controlled areas. The Contractor shall comply with local facility manager requirements for protection of government property while performing duties in government facilities.

The Government will authorize the following privileges during the period of performance under this contract, as also stated in the contractor's official Letter of Authorization (LOA):

- a. Emergency Essential Geneva Convention Common Access Card (CAC) and ration card
- b. Exchange service facilities including rationed items.
- c. Individual equipment to include chemical and PPE equipment.
- d. Military Banking facilities and Finance Accounting Office
- e. Government transportation for official Government business.
- f. Commissary to include rationed items.
- g. Morale and welfare recreational services.

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- h. Purchase of petroleum and oil products for rental and/or government vehicles.
- i. Medical and dental care equivalent to active duty personnel.
- i. Theater specific immunizations.
- k. Mess facilities.
- 1. Quarters provided on the local economy unless required otherwise by force protection conditions.
- m. Military postal services.
- n. Phone services.
- o. Laundry services.
- p. Religious services.
- q. Excess baggage authorized.

7.0 COR DESIGNATION/TASK ORDER MANAGER

The Task Order Manager for this Task Order is Angel Stello, Code 545AS, Angel.Stello@navy.mil, 843-218-3815.

8.0 PERFORMANCE REQUIREMENTS

General requirements include:

- * Providing Internet Protocol (IP) based satellite modems using two-way Very Small Aperature Terminals (VSAT) for communications services.
- * Working in a designated hostile environment, including Afghanistan; Colombia, South America; Indonesia; Iraq; and the Philippines.

The contractor may be tasked to perform any or all of the following tasks to support SPAWAR's IP broadband satellite services in the EUCOM and CENTCOM AOR, tasking subject to troop deployment. The identified tasks are to be completed and delivered in accordance with the requirements stated within each task.

8.1 Onsite Help Desk Operational Support (O&M)

The Primary responsibility of the Help Desk operator is to assist DVB-RCS users in maintaining an operational and properly functioning system. The help desk operator will manage help desk operations and provide technical assistance to end users. In general, the help desk will provide the following types of assistance:

- 8.1.1 The Contractor shall provide a dedicated DVB-RCS System in-theater technical help desk operator at FOB Speicher, Iraq. Normal work hours are from 0700 to 1900 local time, and emergency on-call hours will be defined by any hours worked outside of these normal working hours.
- 8.1.2 The operator shall provide initial telephonic assistance to Production and User Subscriber Suite customers when they have questions, need assistance and trouble shooting of end-user hardware.
- 8.1.3 The operator shall provide acknowledgement to the end-user as soon as possible, but no later than 12 hours after the initial request. Appropriate operator response shall include, at a minimum, gathering information necessary to document the problem and develop a plan of corrective action to return the user to an operational status.

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- 8.1.4 In the event that an end-user requires assistance outside of normal hours of operations defined in 8.1.1, the operator shall provide an automated emergency contact number for after-hours trouble-ticket issuance. Government will provide assistance with DSN emergency access number.
- 8.1.5 The operator shall attempt to assist the end-user to correct the problem using telephonic assistance first, followed by an on-site tech assist. The Contractor shall make reasonable attempts to correct the problem expediently, within the limitations of real-world operations.
- 8.1.6 The Contractor shall notify the onsite government representative, Task Order Manager (TOM), and DISA Network Operations at TCCC Bahrain in the event that plans for corrective action should exceed 5 calendar days.
- 8.1.7 The operator shall interface between government representatives, the DISA Landstuhl Teleport Hub users, and the subscriber end-users on technical and programmatic issues.
- 8.2 On-site Field Technician Maintenance Support (O&M)

The Primary responsibility of the Field technicians is providing support to the help desk operator. Field Technicians will also assist DVB-RCS users in maintaining an operational and properly functioning DVB-RCS System. Field technicians will also be required to travel to end-user locations as an extension of the help desk. In general, the help desk will provide the following types of assistance:

- 8.2.1 The Contractor shall provide, at minimum, five field technicians, stationed between FOB Speicher, Iraq and Bagram Airfiled, Afghanistan.
- 8.2.2 As future system requirements develop, the Contractor shall be prepared to send the onsite lead field technician and support technician to end-user sites to provide fielding and training for new DVB-RCS systems suites.
- 8.2.3 When determined necessary, the Contractor shall send the onsite field technician(s) to the end-user locations for repair, troubleshooting, maintenance, training, or upgrade of a system.
- 8.2.4 The Contractor shall maintain onsite spares in accordance with the logistics support outlined in paragraph 8.3.
- 8.3 Logistical Support (O&M)
- 8.3.1 The Contractor shall procure and ship spare parts as required. See Paragraph 9.c for a qualitative list of potential spare parts the Contractor may be tasked to procure under this contract.
- 8.3.2 The Contractor shall house and maintain all spare parts onsite at the Help Desk location at FOB Speicher and Bagram, Afghanistan..
- 8.3.3 If required, the Contractor shall house and maintain one operational government provided Production Subscriber Suite located at the Help Desk for troubleshooting. See paragraph 11 for system description.
- 8.3.4 If required, the Contractor shall house and maintain one operational government provided User Subscriber Suite located on-site at the Help Desk for troubleshooting. See paragraph 11 for system description.
- 8.3.5 The Contractor shall package and crate the shipments to and from end-users as required. All equipment must be packaged to withstand commercial shipping to anywhere in the world. Best commercial practice is acceptable.
- 8.3.6 The Contractor shall be the interface for shipment of the spare parts from the Help Desk at FOB Speicher to the end-user as required. Contractor shall assist the government as needed in shipping required parts via military air transportation. Funding for shipments in-theater will be provided via a DD1149 and government supplied Job Order Number upon request to the government by the Contractor.
- 8.3.7 Upon shipment of equipment, the Contractor shall assist the government in tracking of the equipment until it reaches final destination.

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- 8.3.8 The Contractor shall be the receiving authority for all incoming equipment marked for DVB-RCS sparing or repair. The Contractor shall determine the condition of the equipment upon arrival and determine next course of action.
- 8.3.9 The Contractor shall configure the spare parts upon arrival, per the system configuration handbooks and technical manuals provided by the government.
- 8.3.10 The Contractor shall provide equipment warranty support for individual spare parts procured by the Contractor. The Contractor shall be responsible for repair or replacement of defect equipment purchased by the Contractor.
- 8.3.11 The Contractor shall maintain a running equipment inventory spreadsheet for all spares procured and notify the government upon inventory changes. (See Paragraph 15.2, CDRL A002)
- 9.0 GOVERNMENT FURNISHED INFORMATION
- a. DVB-RCS Technical Manuals and Electronic Media
- b. DVB-RCS Concept of Operations (CONOPS) Manual
- c. DVB-RCS List of Materials (LOM) / List of Equipment (LOE)
- 10.0 GOVERNMENT FURNISHED MATERIAL

N/A

11.0 GOVERNMENT FURNISHED EQUIPMENT

The Help Desk at FOB Speicher, Iraq will have one dedicated equipment Production Subscriber Suite on-hand to enhance ability to train and troubleshoot. This generally consists of:

- · One (1) 2.4 meter antenna
- · One (1) 8 watt EMS Satellite Interactive Terminal (SIT) (Black)
- · One (1) External DC Power Supply (Black)
- · One (1) TM 24-Port 10/100 Managed Switch (Black)
- · One (1) CF-51 Panasonic Laptop Computer (Black)
- · One (1) KG-240 (Red)
- · One (1) Mentat XR10 IP PEP (Red)
- · One (1) Cisco 3560 Layer 2/3 Switch (Red)
- · One (1) Tut System MPEG2 Encoder (Red)
- · One (1) CF-73 Panasonic Laptop Computer (Red)

If needed, one dedicated equipment User Subscriber Suite will also be provided. This suite generally consists of:

· One (1) 1.8 meter antenna

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- · One (1) 4 watt EMS Satellite Interactive (Black)
- · One (1) CF-51 Panasonic Laptop Computer (Black)
- · One (1) TM 24-Port 10/100 Managed Switch (Black)
- One (1) KG-240 (Red)
- · One (1) Mentat XR10 IP PEP (Red)
- · One (1) Cisco 3560 Layer 2/3 Switch (Red)
- · One (1) CF-73 Panasonic Laptop Computer (Red)

Estimated replacement cost of the user subscriber suite is \$100K. Estimated replacement cost of the production subscriber suite is \$120K. All Cryptographic equipment and Leased Satellite Bandwidth on EutelSat W-6 with coverage of Europe and Middle Eastern region is also provided.

12.0 CONTRACTOR FURNISHED MATERIAL

The Contractor is responsible for acquiring and delivering all material required to complete all tasks described in this PWS except items listed in Paragraph 10.

13.0 CONTRACTOR FURNISHED EQUIPMENT

The Contractor is responsible for acquiring and delivering all equipment required to complete all tasks described in this PWS except for equipment listed in Paragraph 11.

14.0 TRAVEL REQUIREMENTS

When it becomes necessary for the Contractor to travel, the Contractor shall submit a request, via email, to the SPAWARSYSCEN Charleston Task Order Manager seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval. Failure to gain prior approval may result in disallowance of invoiced travel claims. Travel must be in accordance with DOD Civilian Personnel Joint Travel Regulations (JTR).

Estimated annual travel requirements are as follows:

| Location | # Trips | # Travelers | Duration |
|-------------|---------|-------------|----------|
| Qatar | 4 | 1 | 5 days |
| Afghanistan | 8 | 1 | 5 days |
| Iraq | 16 | 1 | 5 days |
| Kuwait | 2 | 1 | 5 days |

15.0 DELIVERABLES

15.1 CDRL A001. Weekly Reports. Weekly reports are required to monitor problems and progress. Weekly reports shall address the following: number and description of outages (hub, transponder, router, duration, cause and remedy), as well as, accomplished tasking.

15.2 CDRL A002. Monthly Reports. Monthly reports shall address the following: number of system outages, duration, cause and remedy; report of equipment/parts failed; inventory of spares; summary of work performed during the month. Financial summary of labor expended by person and labor category, travel expenses, and Material/ODC costs. Reports are due the 15th day of the month following the month being reported.

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16.0 WORKLOAD ESTIMATE

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

Number of man-hours: 14,800 base year; 19,900 option years

Other Direct Costs: \$530K base year; \$640K option years

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

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

OUALITY ASSURANCE PLAN

- (1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.
- (2) Performance Standards:
- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".
- (3) Evaluation Methods: The TOM will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:
- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

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i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

- (b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.
- (c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.
- (d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week

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

- (a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.
- (b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.
- (c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- (e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

| (a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement: |
|---|
| The EIT to be provided under this contract has been designated as a National Security System. |
| _X The EIT acquired by the contractor is incidental to this contract. |
| The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards. |
| The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment. |
| Compliance with the EIT Accessibility Standards would impose an undue burden on the agency. |
| The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003. |
| (b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this |

contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

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

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SECTION E INSPECTION AND ACCEPTANCE

E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

F-303 PERIODS OF PERFORMANCE

The periods of performance for the following Items are as follows:

| 1001 | 8/8/2006 - 2/4/2010 |
|------|---------------------|
| 1101 | 8/8/2007 - 2/4/2010 |
| 1201 | 8/8/2008 - 2/4/2010 |
| 3001 | 8/8/2006 - 2/4/2010 |
| 3101 | 8/8/2007 - 2/4/2010 |
| 3201 | 8/8/2008 - 2/4/2010 |

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER

Todd O. Yates

SPAWARSYSCEN Charleston

Transformational SATCOM Engineering Branch Information Manager / Senior Engineer

Code: 55230TY (543)

Commercial: 843.218.3362

DSN: .312.588.3362

Fax: .843.218.5445

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ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Kristine Penninger

Code: 02B

Address: PO Box 190022, N. Charleston, SC 29419

Phone: (843) 218-5916

Email: kristine.penninger@navy.mil

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

Addendum to paragraph "Invoicing and Payment Instructions for Multiple Accounting Classification Citations."

- a. This contract will be funded by multiiple accounting classification citations. Payment shall be made from ACRNs in alphabetical order (AA, AB, etc). DO NOT USE A PRORATED METHOD to pay, disburse and liquidate funds. Do not liquidate any funds from an ACRN unless the preceding ACRNs have been fully liquidated, or if revised payment instrucitons are provided per paragraph b. below.
- b. Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific payment instructions are provided as part of a contract modification.

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost-Plus-Fixed-Fee, Performance Based task order.

G-317 INVOICING INSTRUCTIONS

- (a) Invoice submission shall be in accordance with Clause H-5 of the basic contract, entitled "Submission of Invoices".
- (b) The contractor shall electronically submit invoices using the Wide Area Workflow (WAWF) web site located at https://wawf.eb,mil. Depending on the contractor's "direct submit authority" given by Defense Contract Audit Agency (DCAA), the invoice will either be approved by DCAA or submitted directly to Defense Finance Accounting Service (DFAS) for payment.
- (c) The following WAWF grid is provided to assist vendors in entering mandatory data into WAWF:

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Invoice Type

Cost Vouchers

Issued by

N65236

Admin by

Code S0602A (DCMA Denver)

DCAA Auditor

Code HAA060 (DCAA Denver Branch Office)

Service Approver

Code S0602A (DCMA Denver)

Pay by

Code HQ0339 (DFAS Columbus)

Accounting Data

SLINID PR Number

Amount

100101

LLA :

AA 9760100 4300 P626LEZBI GE53 DGEMR6N256 S12137

JON: AGKSEX6B50

REQ: N65236-6219-C005 DOC: HQ012306MR6N256

MIPR: DGEMRN6N256

300101

AA 9760100 4300 P626LEZBI GE53 DGEMR6N256 S12137

JON: AGKSEX6B50

REQ: N65236-6219-C005 DOC: HQ012306MR6N256

MIPR: DGEMRN6N256

BASE Funding

Cumulative Funding

MOD 01

100102

LLA :

AB 9760100 4300 P626LEZBI GE53 2331 DGEMR6N257 S12137

JON: AGKSEX6678

REQ: N65236-6243-C031

MIPR: DGEMRN6N257

300102

AB 9760100 4300 P626LEZBI GE53 2331 DGEMR6N257 S12137

JON: AGKSEX6678

REQ: N65236-6243-C031

MIPR: DGEMRN6N257

MOD 01 Funding Cumulative Funding

MOD 03

100102

LLA :

AB 9760100 4300 P626LEZBI GE53 2331 DGEMR6N257 S12137

JON: AGKSEX6678

REQ: N65236-6243-C031

MIPR: DGEMRN6N257

300102

AB 9760100 4300 P626LEZBI GE53 2331 DGEMR6N257 S12137

JON: AGKSEX6678

REQ: N65236-6243-C031

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MIPR: DGEMRN6N257

MOD 03 Funding Cumulative Funding

MOD 05

100103 N65236-7088-C051

AC 9770100 4315 P726LEZBI GE23 2575 DGEMR7N250 S12137

JON: AGKSEX7000 DOC: DGEM7N250/AA REQ: N65236-7088-C051

MOD 05 Funding Cumulative Funding

MOD 06

110101 N65236-7211-C026

LLA :

AD 9770100 4300 P726LEZBI GE23 2531 DGEMR7N269 S12137

JON: AGKSEX7500 DOC: DGEMR7N269/AA REQ: N65236-7211-C026

310101 N65236-7211-C026

AD 9770100 4300 P726LEZBI GE23 2531 DGEMR7N269 S12137

JON: AGKSEX7500 DOC: DGEMR7N269/AA REQ: N65236-7211-C026

MOD 06 Funding Cumulative Funding

MOD 07

110101 N65236-7211-C026

LLA :

AD 9770100 4300 P726LEZBI GE23 2531 DGEMR7N269 S12137

JON: AGKSEX7500 DOC: DGEMR7N269/AA REQ: N65236-7211-C026

310101 N65236-7211-C026

AD 9770100 4300 P726LEZBI GE23 2531 DGEMR7N269 S12137

JON: AGKSEX7500 DOC: DGEMR7N269/AA REQ: N65236-7211-C026

MOD 07 Funding Cumulative Funding

MOD 08

110101 N65236-7211-C026

LLA:

AD 9770100 4300 P726LEZBI GE23 2531 DGEMR7N269 S12137

JON: AGKSEX7500 DOC: DGEMR7N269/AA REQ: N65236-7211-C026

310101 N65236-7211-C026

AD 9770100 4300 P726LEZBI GE23 2531 DGEMR7N269 S12137

JON: AGKSEX7500 DOC: DGEMR7N269/AA REQ: N65236-7211-C026

310102 N65236-7088-C051

LLA :

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AC 9770100 4315 P726LEZBI GE23 2575 DGEMR7N250 S12137

JON: AGKSEX7000 REQ: N65236-7088-C051 FUND: DGEMR7N250/AA

MOD 08 Funding Cumulative Funding

MOD 12

110102 N65236-8193-C023

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

310103 N65236-8193-C023

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

MOD 12 Funding Cumulative Funding

MOD 13

110102 N65236-8193-C023

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

120101 N65236-8193-C023

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

310103 N65236-8193-C023

LLA :

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

320101 N65236-8193-C023

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

MOD 13 Funding Cumulative Funding

MOD 15

120101 N65236-8193-C023

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA REQ: N65236-8193-C023

320101 N65236-8193-C023

AE 9780100 4300 P826LEZBI GE23 2531 DGEMR8N251 S12137

JON: AGKSEX8600 DOC: DGEMR8N251/AA

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REQ: N65236-8193-C023

320102 N65236-9242-C033

LLA: AF 9790100 4300 P926LEZBI GE23 2575 DGEMR9N251 S12137

AF 9790100 4300 F326BEBB GB23 Standard Number: DGEMR9N251/AA JON: AGJSEX9300 REQ: N65236-9242-C033 DOC: DGEMR9N251/AA

MOD 15 Funding Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

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

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.
- (b) General
- (1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b) (1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:
- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

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- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.
- (2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

- (1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.
- (2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.
- (3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

- (1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).
- (2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.
- (3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).
- (4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.
- (5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not

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

(6) Definitions:

- (i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.
- (ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.
- (iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:
- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.
- (iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.
- (v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.
- (iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

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

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

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

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

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

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

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

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

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

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

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

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

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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

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

(a) Definition.

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

- (b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.
- (c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:
- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.
- (3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting

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performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

- (d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:
- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),
- (2) Access to confidential business information is restricted to individuals with a bona fide need to possess,
- (3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,
- (4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and
- (5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.
- (g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

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

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating

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or based upon such information. This prohibition shall not expire after a given period of time.

- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).
- (e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or services subsequent to an intervening procurement.
- (f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.
- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.
- (h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.
- (i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.
- (j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.
- (k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.
- (1) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where

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appropriate.

- (m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.
- (n) Compliance with this requirement is a material requirement of the basic contract and this task order.

TECHNICAL INSTRUCTIONS

- (a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.
- (b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

252.228-7003 Capture and Detention Dec 1991

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

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

52,228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

- (a) Definition. "United States," as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.
- (b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall
- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.
- (c) The requirements of this clause do not apply to any subcontractor that is 
- (1) A foreign government;
- (2) A representative of a foreign government; or

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- (3) A foreign corporation wholly owned by a foreign government.
- (d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from: Naval Criminal Investigative Service (NCIS), Code 24; telephone, DSN 228-9113 or commercial (202) 433-9113

Contractor employees who deploy to locations that require immunizations must do so in accordance with Department of Defense Instruction (DoDI) 6205.4, Department of the Navy (DON) Bureau of Medicine (BUMED) Instruction 6230.15, and Space and Naval Warfare Systems Center, Charleston, Instruction (SPAWARSYSCENCHASINST) 12910.1.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - CDRLS

Attachment 2 - DD254 (Distributed Separately)