

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 29-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. N65236-09-MR-58420		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 ruth.goddard@navy.mil 843-218-4114	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427		CODE S3915A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) L-3 Services, Inc. 13000 Lincoln Drive W, Ste 400 Marlton NJ 08053-0000		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4143-V701
		10B. DATED (SEE ITEM 13) 26-Sep-2006
CAGE CODE 1NPU4	FACILITY CODE 020278375	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.232-22

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ruth A Goddard, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Ruth A Goddard	16C. DATE SIGNED 30-Mar-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to realign labor and ODC fundings. Accordingly, said Task Order is modified as follows:

110110 (700.00)
LLA :
AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
J.O. NO8LJX8AFT
REQN NO. N65236-7271-C006
DOC NO. N6923508WX010SH/AA

310102 700.00
LLA :
AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
ACRN:AH
REQN: N65236-7271-C006
JON: NO8LJX8AFT
DOC: N6923508WX010SH/AA

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

The total amount of funds obligated to the task is hereby increased by \$156512.84 from \$1904209.26 to \$2060722.10.

The total amount of funds obligated to the task is hereby increased by \$156512.84 from \$1904209.26 to \$2060722.10.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 1 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1001	Base Year - Labor for NETWARCOM Management and Support Services. (O&MN,N)	1.0 Lot	\$1,165,370.00	\$44,646.00	\$1,210,016.00
100101	ACRN:AA for PWS paragraph 8.1.2 (\$75,101.00) ODAA (O&MN,N)				
100102	ACRN:AB for PWS paragraphs: 8.4, 8.1 (\$626,233.00) N3 (O&MN,N)				
100103	ACRN:AC for PWS paragraph 8.5 (\$134,176.00)FORC Enet (O&MN,N)				
100104	ACRN:AD for PWS paragraph 8.1 and 8.4 (\$224,000.00) N6 (O&MN,N)				
100105	ACRN:AE for PWS paragraph 8.1, 8.1.1, 8.1.2, 8.2 and 8.3 (\$97,500.00) ETG (O&MN,N)				
100106	ACRN:AF for PWS paragraphs 8.1, 8.1.1, 8.1.2, 8.2 and 8.3 (\$26,000.00) ETG (O&MN,N)				
1101	1st Option Year - Labor for NETWARCOM Management and Support Services. (TBD)	1.0 Lot	\$1,208,765.00	\$46,209.00	\$1,254,974.00
110101	ACRN:AF Labor to support PWS task 8.1 for N33. (TBD)				

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 2 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

110102 ACRN:AG Labor to
support PWS task
8.1 for N35.
(TBD)

110103 ACRN:AH Labor to
support PWS task
8.4 for N32.
(TBD)

110104 ACRN:AJ Labor to
support PWS task
8.4 for N37.
(TBD)

110105 ACRN:AK Labor to
support PWS task
8.5 for FORCEnet.
(TBD)

110106 ACRN:AL Labor to
support PWS task
8.1.2 for ODAA.
(TBD)

110107 ACRN:AJ Labor to
support PWS task
8.0 (OMN) (TBD)

110108 ACRN:AK Labor to
support PWS task
8.5 (OMN) (TBD)

110109 ACRN:AG Labor to
support PWS task
8.1 for N35.
(TBD)

110110 ACRN:AH Labor to
support PWS task
8.4 for N32.
(TBD)

110111 ACRN:AK Labor to
support PWS task
8.5 for FORCEnet.
(TBD)

1201	2nd Option Year - Labor for NETWARCOM Management and Support Services. (TBD)	1.0 Lot	\$1,253,641.00	\$47,824.00	\$1,301,465.00
------	---	---------	----------------	-------------	----------------

120101 ACRN:AM LABOR IN
SUPPORT OF PWS
PARAGRAPH 8.5
(OMN) (TBD)

120102 ACRN:AN LABOR IN
SUPPORT OF PWS
PARAGRAPH 8.1
(O&MN,N)

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 3 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3001	Base Year - Other Direct Cost - Non Fee Bearing (O&MN,N)	1.0 Lot	\$53,005.00
300101	ACRN:AB for PWS paragraphs: 8.1 and 8.4 (\$32,500.00) N3 (O&MN,N)		
300102	ACRN:AC for PWS paragraph 8.5 (\$5,000.00)FORCEn et (O&MN,N)		
300103	ACRN:AD for PWS paragraphs 8.1 and 8.4 (\$13,005) N6 (O&MN,N)		
300104	ACRN:AE for PWS paragraphs 8.1, 8.1.1, 8.1.2, 8.2 and 8.3 (\$2,500) N6 (O&MN,N)		
3101	1st Option Year - Other Direct Cost - Non Fee Bearing (TBD)	1.0 Lot	\$53,005.00
310101	ACRN:AG ODCs in support of PWS task 8.1 for N35. (TBD)		
310102	ACRN:AH ODCs in support of PWS task 8.4 for N32. (TBD)		
310103	ACRN:AJ ODCs in support of PWS task 8.4 for N37 (TBD)		
310104	ACRN:AJ ODCs in support of PWS 8.0 (OMN) (TBD)		
310105	ACRN:AH ODCs in support of PWS 8.4 for N32. (TBD)		

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 4 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

3201 2nd Option Year - 1.0 Lot \$53,005.00
 Other Direct Cost
 - Non Fee Bearing
 (TBD)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4301	3rd Option Year - Labor for NETWARCOM Management and Support Services. (TBD) Option		1.0 Lot	\$1,300,067.00	\$49,497.00	\$1,349,564.00
4401	4th Option Year - Labor for NETWARCOM Management and Support Services. (TBD) Option		1.0 Lot	\$1,348,116.00	\$51,229.00	\$1,399,345.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6301	3rd Option Year - Other Direct Cost - Non Fee Bearing (TBD) Option		1.0 Lot	\$53,005.00
6401	4th Option Year - Other Direct Cost - Non Fee Bearing (TBD) Option		1.0 Lot	\$53,005.00

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: Base Year: \$44,646; 1st Option Year: \$46,209; 2nd Option Year: \$47,824; 3rd Option Year: \$49,497 and 4th Option Year: \$51,229. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause, unless waived. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Funds" the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

*To be completed at time of task order award.

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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 5 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$2,060,722.10. It is estimated that these funds will cover the cost of performance through 30 SEP 2009. 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 \$2,060,722.10 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF	TOTAL THIS ACTION	TOTAL FUNDED	TOTAL UNFUNDED
1001,3001	\$3,925,470	\$1,156,512.84	\$2,060,722.10	\$1,864,747.90
1101, 3101				
1201, 3201				

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 6 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

See Attachment 1.

C-313 SECURITY REQUIREMENTS (DEC 1999)

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

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 7 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

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-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

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

QUALITY ASSURANCE PLAN

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 8 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

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

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

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

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 9 of 29	FINAL
----------------------------------	----------------------------	-----------------	-------

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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 10 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 11 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1001	10/1/2006 - 9/30/2008
1101	10/1/2007 - 9/30/2008
1201	10/1/2008 - 9/30/2009
3001	10/1/2006 - 9/30/2008
3101	10/1/2007 - 9/30/2008
3201	10/1/2008 - 9/30/2009

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

4301	10/1/2009 - 9/30/2010
4401	10/1/2010 - 9/30/2011
6301	10/1/2009 - 9/30/2010
6401	10/1/2010 - 9/30/2011

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 12 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

MOD 08 - As a result of the passage of the CRA add the lines of accounting as follows:

110101 39662.00

LLA :

AF 1781804 60CN 250 69235 068892 2D X012SH 692358FDSPTQ

ACRN:AF

REQN: N65236-7271-C004

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

110102 73325.00

LLA :

AG 1781804 60CN 250 69235 068892 2D X004SH 692358FDSPTQ

ACRN:AG

REQN: N65236-7271-C005

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

110103 139420.00

LLA :

AH: 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ

ACRN:AH

REQN: N65236-7271-C006

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

110104 61824.00

LLA :

AJ: 1781804 60CN 250 69235 068892 2D X009SH 692358FDSPTQ

ACRN:AJ

REQN: N65236-7271-C007

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

110105 74198.00

LLA :

AK: 1781804 60CN 250 69235 068892 2D X006SH 692358FDCSPTQ

ACRN:AK

REQN: N65236-7271-C008

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

110106 28118.00

LLA :

AL: 1781804 60CN 250 69235 068892 2D X022SH 692358DASPTQ

ACRN:AL

REQN: N65236-7271-C009

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

310101 6067.00

LLA :

AG: 1781804 60CN 250 69235 068892 2D X004SH 692358FDSPTQ

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 13 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

ACRN:AG

REQN: N65236-7271-C005

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

310102 6834.00

LLA :

AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ

ACRN:AH

REQN: N65236-7271-C006

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

310103 3417.00

LLA :

AJ: 1781804 60CN 250 69235 068892 2D X009SH 692358FDSPTQ

ACRN:AJ

REQN: N65236-7271-C007

(These funds are based on the passage of the CRA for the period 1OCT07 thru 14NOV07)

1. As a result of the Defense Appropriations Act, the contractor may commence performance for the period of 01 OCT 2006 through 30 SEP 2007.

2. The LLA is identified on the appropriate ACRN as follows:

CLIN 1001 Funding:

100101 ACRN:AA 1771804 60CN 250 69235 068892 2D X016SH 692357DASPTQ \$75,101

100102 ACRN:AB 1771804 60CN 250 69235 068892 2D X024SH 692357FDSPTQ \$626,233

100103 ACRN:AC 1771804 60CN 250 69235 068892 2D X011SH 692357FCFNTQ \$134176

100104 ACRN:AD 1771804 60CN 250 69235 068892 2D X020SH 692357EASPTQ \$224,000

100105 ACRN:AE 1771804 60CN 250 69235 068892 2D X014SH 692357ETSPTQ \$97,500

CLIN 3001 Funding:

300101 ACRN:AB 1771804 60CN 250 69235 068892 2D X024SH 692357FDSPTQ \$32,500

300102 ACRN:AC 1771804 60CN 250 69235 068892 2D X011SH 692357FCFNTQ \$5,000

300103 ACRN:AD 1771804 60CN 250 69235 068892 2D X020SH 692357EASPTQ \$13,005

300104 ACRN:AE 1771804 60CN 250 69235 068892 2D X014SH 692357ETSPTQ \$2,500

Task Order Manager

Jerri L Baeumel, J846

P.O. Box 1376

Norfolk, VA 23501

jerri.baeumel@navy.mil

757-445-4298

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 14 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

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

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

G-317 INVOICING INSTRUCTIONS

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

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

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

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S3915A (DCMA PHILADELPHIA)
DCAA Auditor	Code HAA310 (DCAA Southern New Jersey Branch Office)
Service Approver	Code S3915A (DCMA PHILADELPHIA)
Pay by	Code HQ0337 (DFAS Columbus Center, North Entitlement Operations)

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

Accounting Data
SLINID PR Number Amount

100101 75101.00
LLA :
AA SUBJECT TO THE AVAILABILITY OF FUNDS
ACRN:AA
REQN: N65236-7275-C005

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	V701	15 of 29	

JON: NMUKTX7A00
DOC: N6923507WX016SH/AA
PWS Paragraph 8.1.2 (\$75,101)
ODAA

100102 626233.00

LLA :
AB SUBJECT TO THE AVAILABILITY OF FUNDS
ACRN:AB
REQN: N65236-7275-C009
JON: NMUKTX7I00
DOC: N6923507WX024SH/AA
PWS Paragraphs
8.4 (\$247,000.00)
8.

100103 134176.00

LLA :
AC SUBJECT TO THE AVAILABILITY OF FUNDS
ACRN:AC
REQN: N65236-7275-C006
JON: NMUKTX7600
DOC: N6923507WX011SH/AA
PWS paragraph:
8.5 (\$134,176.00)
FO

100104 224000.00

LLA :
AD SUBJECT TO THE AVAILABILITY OF FUNDS
ACRN:AD
REQN: N65236-7275-C007
JON: NMUKTX7E00
DOC: N6923507WX020SH/AA
PWS paragraph
8.1 and 8.4 (\$224,000.00)
N6

100105 97500.00

LLA :
AE SUBJECT TO THE AVAILABILITY OF FUNDS
REQN: N65236-7275-C008
JON: NMUKTX7900
DOC: N6923507WX014SH/AA
PWS 8.1, 8.1.1, 8.1.2, 8.2 AND 8.3 (\$97,500.00)
ETG

300101 32500.00

LLA :
AB SUBJECT TO THE AVAILABILITY OF FUNDS
ACRN:AB
REQN: N65236-7275-C009
JON: NMUKTX7I00
DOC: N6923507WX024SH/AA
PWS Paragraphs
8.4 (\$22,000.00)
8.

300102 5000.00

LLA :
AC SUBJECT TO THE AVAILABILITY OF FUNDS
ACRN:AC
REQN: N65236-7275-C006
JON: NMUKTX7600
DOC: N6923507WX011SH/AA
PWS paragraph:
8.5 (\$5,000.00)
FO

300103 13005.00

LLA :
AD SUBJECT TO THE AVAILABILITY OF FUNDS
ACRN:AD
REQN: N65236-7275-C007
JON: NMUKTX7E00
DOC: N6923507WX020SH/AA
PWS paragraph

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	V701	16 of 29	

8.1 and 8.4 (\$13,005.00)
N6

300104 2500.00

LLA :

AE SUBJECT TO THE AVAILABILITY OF FUNDS

ACRN:AE

REQN: N65236-7275-C008

JON: NMUKTX7900

DOC: N6923507WX014SH/AA

PWS paragraphs:

8.1, 8.1.1, 8.1.2, 8.2 and 8.3 (\$2,500.00)

MOD 3

100106 26000.00

LLA :

AF 1771804 60CN 250 69235 068892 2D X014SH 692357ETSPTQ

ACRN:AF for PWS paragraphs 8.1, 8.1.1, 8.1.2, 8.2 and 8.3 (\$26,000.00) ETG

REQN: N65236-7275-C008

JON: NMUKTX7900

DOC: N6923507WX014SH/AA

MOD 4

100103 6900.00

LLA :

AC SUBJECT TO THE AVAILABILITY OF FUNDS

ACRN:AC

REQN: N65236-7275-C006

JON: NMUKTX7600

DOC: N6923507WX011SH/AA

PWS paragraph:

8.5 (\$134,176.00)

FO

300103 (6900.00)

LLA :

AD SUBJECT TO THE AVAILABILITY OF FUNDS

ACRN:AD

REQN: N65236-7275-C007

JON: NMUKTX7E00

DOC: N6923507WX020SH/AA

PWS paragraph

8.1 and 8.4 (\$13,005.00)

N6

MOD 6

110101 39662.00

LLA :

AF 1781804 60CN 250 69235 068892 2D X012SH 692358FDSPTQ

ACRN:AF

REQN: N65236-7271-C004

JON: NO8LJX8NET

DOC: N6923508WX012SH/AA

Labor to support PWS task 8.1 for N33.

(T

110102 73325.00

LLA :

AG 1781804 60CN 250 69235 068892 2D X004SH 692358FDSPTQ

ACRN:AG

REQN: N65236-7271-C005

JON: NO8LJX8100

DOC: N6923508WX004SH/AA

ACRN:AG Labor to support PWS task 8.1 for N35.

(T

110103 139421.00

LLA :

AH: 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	V701	18 of 29	

MOD 8

110103 (1.00)
 LLA :
 AH: 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
 ACRN:AH
 REQN: N65236-7271-C006
 JON: NO8LJXAFT
 DOC: N6923508WX010SH/AA
 Labor to support PWS task 8.4 for N32.

310101 (1.00)
 LLA :
 AG: 1781804 60CN 250 69235 068892 2D X004SH 692358FDSPTQ
 ACRN:AG
 REQN: N65236-7271-C005
 JON: NO8LJX8100
 DOC: N6923508WX004SH/AA
 ACRN:AG ODCs in support of PWS task 8.1 for N35.
 (These funds are based on the passage of the CRA for the period 1OCT07 thru 14

MOD 9

110104 2685.21
 LLA :
 AJ: 1781804 60CN 250 69235 068892 2D X009SH 692358FDSPTQ
 ACRN:AJ
 REQN: N65236-7271-C007
 JON: NO8LJX8MET
 DOC: N6923508WX009SH/AA
 Labor to support PWS task 8.4 for N37.

310103 (2685.21)
 LLA :
 AJ: 1781804 60CN 250 69235 068892 2D X009SH 692358FDSPTQ
 ACRN:AJ
 REQN: N65236-7271-C007
 JON: NO8LJX8MET
 DOC: N6923508WX009SH/AA
 ODCs to support PWS 8.4 for N37.
 (These funds are based on the passage of the CRA for the period 1OCT07 thru 14

MOD 10

110107 34170.00
 LLA :
 AJ 1781804 60CN 250 69235 068892 2D X009SH 602358FDSPTQ
 J.O. NO8LJX8MET
 REQN: N65236-7271-C007
 DOC NO.: N6923508WX009SH/AA

310104 1750.00
 LLA :
 AJ 1781804 60CN 250 69235 068892 2D X009SH 602358FDSPTQ
 J.O.: NO8LQX8MET
 REQN: N65236-7271-C007
 DOC NO.: N60235078WX009SH/AA

MOD 11

110108 37843.00
 LLA :
 AK 1781804 60CN 250 69235 068892 2D X006SH 692358FCSPTQ
 J.O.: NO8LJX8WEB
 REQN: N65236-7271-C008
 DOC NO.: N6923508WX006SH/AA

MOD 12

110109 44179.00
 LLA :

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	V701	19 of 29	

AG 1781804 60CN 250 69235 068892 2D X004SH 692358FDSPTQ
 J.O. NO8LJX8100
 REQN NO.: N65236-7271-C005
 DOC NO.: N6923508WX004SH/AA

110110 83762.00

LLA :
 AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
 J.O. NO8LJX8AFT
 REQN NO. N65236-7271-C006
 DOC NO. N6923508WX010SH/AA

310105 6000.00

LLA :
 AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
 J.O. NO8LJX8AFT
 REQN NO. N65236-7271-C006
 DOC NO. N6923508WX010SH/AA

MOD 13

110111 41379.00

LLA :
 AK 1781804 60CN 250 69235 068892 2D X006SH 692358FCSPTQ
 J.O.: NO8LJX8WEB
 REQN: N65236-7271-C008
 DOC NO.: N6923508WX006SH/AA

MOD 14

110107 (24081.64)

LLA :
 AJ 1781804 60CN 250 69235 068892 2D X009SH 602358FDSPTQ
 J.O. NO8LJX8MET
 REQN: N65236-7271-C007
 DOC NO.: N6923508WX009SH/AA

310103 (731.79)

LLA :
 AJ: 1781804 60CN 250 69235 068892 2D X009SH 692358FDSPTQ
 ACRN:AJ
 REQN: N65236-7271-C007
 JON: NO8LJX8MET
 DOC: N6923508WX009SH/AA
 ODCs to support PWS 8.4 for N37.
 (These funds are based on the passage of the CRA for the period 10CT07 thru
 14

310104 (1750.00)

LLA :
 AJ 1781804 60CN 250 69235 068892 2D X009SH 602358FDSPTQ
 J.O.: NO8LQX8MET
 REQN: N65236-7271-C007
 DOC NO.: N60235078WX009SH/AA

MOD 16

110106 (3368.91)

LLA :
 AL: 1781804 60CN 250 69235 068892 2D X022SH 692358DASPTQ
 ACRN:AL
 REQN: N65236-7271-C009
 JON: NO8LQX8700
 DOC: N6923508WX022SH/AA
 ACRN:AL Labor to support PWS task 8.1.2 for ODAA.
 (These funds are based on the passage of the CRA for the period 10CT07 thru
 14

310105 (6000.00)

LLA :
 AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
 J.O. NO8LJX8AFT
 REQN NO. N65236-7271-C006

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4143	V701	20 of 29	

DOC NO. N6923508WX010SH/AA

MOD 18

110110 (8700.00)
 LLA :
 AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
 J.O. NO8LJX8AFT
 REQN NO. N65236-7271-C006
 DOC NO. N6923508WX010SH/AA

310101 (6067.00)
 LLA :
 AG: 1781804 60CN 250 69235 068892 2D X004SH 692358FDSPTQ
 ACRN:AG
 REQN: N65236-7271-C005
 JON: NO8LJX8100
 DOC: N6923508WX004SH/AA
 ACRN:AG ODCs in support of PWS task 8.1 for N35.
 (These funds are based on the passage of the CRA for the period 1OCT07 thru 14

310102 (4050.24)
 LLA :
 AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
 ACRN:AH
 REQN: N65236-7271-C006
 JON: NO8LJX8AFT
 DOC: N6923508WX010SH/AA
 ACRN:AH ODCs in support of PWS task 8.4 for N32.
 (These funds are based on the passage of the CRA for the period 1OCT07 thru 14

MOD 19

120101 40995.84
 LLA :
 AM 1791804 60CN 250 69235 068892 2D X010SH 692359HQSP1
 J.O.: NYMKAX9WEB
 REQN NO.: N65236-8273-C022
 DOC NO.: N6923509WX010SH/AA

MOD 20

110110 (700.00)
 LLA :
 AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
 J.O. NO8LJX8AFT
 REQN NO. N65236-7271-C006
 DOC NO. N6923508WX010SH/AA

310102 700.00
 LLA :
 AH 1781804 60CN 250 69235 068892 2D X010SH 692358FDSPTQ
 ACRN:AH
 REQN: N65236-7271-C006
 JON: NO8LJX8AFT
 DOC: N6923508WX010SH/AA
 ACRN:AH ODCs in support of PWS task 8.4 for N32.
 (These funds are based on the passage of the CRA for the period 1OCT07 thru 14

MOD 21

120102 156512.84
 LLA :
 AN 1791804 60TN 250 32858 068566 2D X0001 328589EKMS1Q
 J.O.: N79NLX9B01
 N65236-9083-C015
 DOC NO.: N3285809WX00001/AA

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 21 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

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;

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 22 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

(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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 23 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 24 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 25 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 26 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 27 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 28 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

- (a) The Government may extend the term of this 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.

CONTRACT NO. N00178-04-D-4143	DELIVERY ORDER NO. V701	PAGE 29 of 29	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement

Attachment 2- DD 1423, Contract Data Requirements List

Attachment 3 - Contract Security Classification Specification DD-254