

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-06-D-4911	2. DELIVERY ORDER NO. EJP1	3. EFFECTIVE DATE 12/20/2007	4. PURCHASE REQUEST NO. N62473-07-NR-55640
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5. ISSUED BY SPECIALTY CENTER ACQUISITIONS NAVFAC CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD BLDG 850 PORT HUENEME CA 93043-4347 magdalena.evangelist@navy.mil 805-989-8154	CODE N62583	6. ADMINISTERED BY DCMA LOS ANGELES P.O. Box 9608 Mission Hills CA 91346-9608	CODE S0512A
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7. CONTRACTOR Visual Concepts LLC 199 S. Figueroa St., Suite 100 Ventura CA 93001	CODE 1NYM6	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381	CODE HQ0339
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Visual Concepts LLC	Priscilla R. Becker
NAME OF CONTRACTOR	SIGNATURE
	TYPED NAME AND TITLE
	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Janet L Harouch	12/20/2007 CONTRACTING/ORDERING OFFICER	22. TOTAL \$5,980,912.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

The date for receipt of proposals is 10/26/07, noon PDT. Please send an e-mail confirmation upon submission of your proposal through SeaportE to kristan.slaton@navy.mil. You will be contacted the week of 10/29/07 with the time and date for your oral presentation. Oral presentations will be scheduled for the week of 11/5/07.

The anticipated task order award date is 12/18/07. Expected performance start date is 1/01/08. All locations are required to be fully staffed and operational by this date.

Offerors shall include all costs associated with performance of the work described in Section C as a single unit price and total price for CLINS 1000, 1100, 4000, 4100, 4200.

Please post all questions on the Seaport database.

AMENDMENT 01

The purpose of this amendment is to make the following changes to solicitation N00024-07-R-3550 for Enterprise Application Hosting Support:

Section L:

Section 4.2, second paragraph change to read - "A minimum of five (5) and a maximum of seven (7) past performance references are required for evaluation purposes."

Attachment A - Performance Work Statement

Disregard the word "Draft" at the header and footer.

AMENDMENT 02

Attachment (1) has been deleted. It will be updated and re-released.

AMENDMENT 03

Revised Attachment (1) is hereby incorporated as the replacement for the original Attachment (1) deleted in Amendment 02.

AMENDMENT 04

FOR CLARIFICATION PURPOSES:

Section L of the solicitation has been changed to require an electronic copy of the complete oral presentation, resumes and letters of commitment to be submitted at the time of proposal. On the day of oral presentations no additional copies of the presentation or hand-outs are necessary.

The above information and revisions to Section L below supersede any conflicting answer in the "Question and Answer" section of the Seaport solicitation.

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Section F:

Change section F.2 to read: All work will be performed in Port Hueneme, CA.

Section G: Section G has been added.

Section J:

Attachment (A) Performance Work Statement has been revised

Attachment (1) Business Systems Overview has been revised

Section L

Section 1.2 – Questions

Last sentence, change date to read “no later than COB (pst) October 23, 2007.

Section 4.3 – G. Oral Presentation

Change paragraph two to read:

"Offerors presentations shall be made in person. Each offeror is limited to a total of twenty (20) participants in the oral presentation. Submission of videotapes or other forms of media containing the presentation for evaluation are not authorized and will be rejected. Offerors shall talk through their presentation and then participate in a questions and answer session to clarify their presentation as needed. The sessions will be videotaped by the Government. The presentation materials and videotape presentation itself is a binding part of the offeror's proposal and will form a part of any subsequent contract. In the event of a conflict between the offerors written proposal and the oral presentation materials or videotape, the former shall be controlling."

Add to paragraph five:

“Time limit for the oral presentations will be one (1) hour and will be strictly enforced.

Section 4.3 – Documentation

Change to read:

Offerors shall submit an electronic copy of all oral presentation information with their written proposal. The information shall be in a Microsoft compatible format and include all slides, charts, viewgraphs or handouts which will be used in the presentation. There is no limit on the number of slides that an offeror may use, but the presentation may not exceed 60 minutes in length. This time limit will be strictly enforced. The Evaluation Team will evaluate all oral presentation information as part of the offeror's proposal. Offerors will not be permitted to change or deviate from the electronic presentation submitted with their written proposal.

The government will videotape each presentation and question and answer session for its use and records. Offerors will not be permitted to videotape or use audio/video recording devices of any kind, but will be provided with a copy of the videotape.

Section M:

In the first paragraph of Section M, add: Management Approach – Even

Section 4.3, last line, change to read “technical approach” vice “management approach”.

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AMENDMENT 05

Section J - Attachment (13) DD254 Security Clearance has been attached.

Section L:

Section 4.2 Past Performance - Delete first sentence of paragraph one.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Perform all work in accordance with Section C including data deliverables and other direct costs (ODCs) such as travel, materials and supplies. (OTHER)	1.0 Lot	\$5,733,478.00	\$247,434.00	\$5,980,912.00
100001	N4008007WRW0047				
1100	Option Year One. Same as CLIN 1000 above. (OTHER) Option	1.0 Lot	\$5,707,615.00	\$245,952.00	\$5,953,567.00
4000	Option Year Two. Same as CLIN 1000 above. (OTHER) Option	1.0 Lot	\$5,628,092.00	\$239,917.00	\$5,868,009.00
4100	Option Year Three. Same as CLIN 1000 above. (OTHER) Option	1.0 Lot	\$5,589,428.00	\$233,600.00	\$5,823,028.00
4200	Option Year Four. Same as CLIN 1000 above. (OTHER) Option	1.0 Lot	\$5,569,352.00	\$236,451.00	\$5,805,803.00

For Other Direct Costs, offerors shall include the following NTE amounts for travel and material, for each period. This will be included in the task order award but not evaluated.

CLIN 1000	\$0
CLIN 1100	\$0
CLIN 4000	\$0
CLIN 4100	\$0
CLIN 4200	\$0

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Work shall be performed in accordance with the performance based work statement (PBWS), Attachment (A), titled NAVFAC Enterprise Application Hosting Support.

This is a 100% small business set-aside. NAICS 541330 with a \$25M size standard applies.

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SECTION D PACKAGING AND MARKING

SECTION D – PACKAGING AND MARKING

All provisions and clauses in Section D of the basic contract apply to this task order, unless otherwise specified in this task order.

D.1 DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPO) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Contract and Task Order Numbers

Report Title

Date of Report

Contractor Name and Business Address (division which generated the report)

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SECTION E INSPECTION AND ACCEPTANCE

SECTION E – INSPECTION AND ACCEPTANCE

All applicable provisions and clauses in Section E of the basic contract apply to this task order unless otherwise specified in the task order.

E.1 – Inspection and Acceptance will be by the cognizant government representative designated below:

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept work under this task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

E.2 – Inspection and acceptance of all data shall be as specified in the Contract Data Requirements List as described within the SOW.

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SECTION F DELIVERABLES OR PERFORMANCE

SECTION F – DELIVERIES OR PERFORMANCE

All provisions and clauses in Section D of the basic contract apply to this task order, unless otherwise specified in this task order.

F.1 - CLIN – Performance Periods

Services to be furnished hereunder shall be performed and completed as follows:

Base Year: Task order start date through one year thereafter

Option Year 1: Effective date of exercise of option through one year thereafter

Option Year 2: Effective date of exercise of option through one year thereafter

Option Year 3: Effective date of exercise of option through one year thereafter

Option Year 4: Effective date of exercise of option through one year thereafter

F.2 – Place of Performance

Work will be performed at the Contractor's facility and other locations as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

All provisions and clauses in Section G of the basic contract apply to this task order unless otherwise specified in the task order.

Block 6, Administered by, is corrected to read "See Block 5"

Block 12, Payment will be made by, is deleted in its entirety and replaced with information below.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types: http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N62583
Admin Office DODAAC: N62583
Inspector DODAAC (if applicable): N62583
Ship To DODAAC: N62583 or as specified in work request
Acceptor DODAAC (if applicable): N62583
Local Processing Office : None - Leave Blank

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DCAA Office DODAAC (Cost Voucher Approver – if applicable): DCAA San Fernando Valley Branch Office-Camarillo, 770 Paseo Camarillo, Suite 310, Camarillo, CA 93010 (805) 383-4209, FAX (805) 383-4201, paul.stone@dcaa.mil
Paying Office DODAAC: See task order face page.

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Ordering Officer (OO) (courtesy copy only including supporting data): NAVFAC_SW_SCCC_INVOICE@navy.mil

TOM: Ignacio Gutierrez, ignacio.gutierrez@navy.mil, Alternate TOM: Cindy Halk, cynthia.halk@navy.mil

(f) Bi-weekly submittal of invoices is authorized, not later than the 1st and 15th of each month.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

Contractors: Fill-in the information required below and submit it as an attachment to your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Tim Fields, PMP

Title: Vice President of Programs

Mailing Address: 1901 Holser Walk, Ste. 310, Oxnard, CA 93036-2633

E-mail Address: tfields@visualconcept.com

Telephone: (805) 652-1347, X115

FAX: (805) 988-8828

G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Ignacio Gutierrez

Code: NITC, Code IT4

Mailing Address: 1000 23rd Avenue, Bldg. 2, Port Hueneme, CA 93043-4301

Telephone: (805) 982-2663

FAX: (805) 982-4800

Alternate TOM

Name: Cindy Halk

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Code: NITC, Code IT41

Mailing Address: 1000 23rd Avenue, Bldg. 2, Port Hueneme, CA 93043-4301

Telephone: (805) 982-2665

FAX: (805) 982-4800

(b) The TOM is responsible for specific functions to be assigned in the Task Order Administration Plan.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless This is a cost plus fixed fee task order.

the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee task order.

Accounting Data

SLINID	PR Number	Amount
100001	N6258308RC24009	2400000.00

LLA :
AA 1781804 KC6C 253 62583 068688 2D C24009 625838X4911Q
Standard Number: N4008007WRW0047
1st increment effective 12/20/07

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H - SPECIAL CONTRACT REQUIREMENTS

All applicable provisions and clauses in Section H of the basic contract apply to this task order unless otherwise specified in the task order.

H-1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

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

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

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

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be

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made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H-349 REIMBURSEMENT OF MATERIAL COSTS

Any direct material purchase under this contract for a single item or combination of items exceeding \$2,500 must be specifically requested via e-mail to the TOM prior to incurring any material costs. Written Government authorization will be by e-mail from the TOM or by a modification to the task order if the cumulative amount for that performance period exceeds the amount specified in the task order schedule. The request shall include as a minimum, the following:

- (1) Contract number, Task Order

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- (2) Date material (s) required, estimated lead-time
- (3) Purpose of material purchase and how it relates to the contract
- (4) Bill of materials including item description, quantity and estimated cost of material
- (5) Suggested source of supply and whether competitive price quotes were obtained.

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 via e-mail to the TOM prior to incurring any travel costs. Written Government authorization will be by e-mail from the TOM or by a modification to the task order if the cumulative amount for that performance period exceeds the amount specified in the task order schedule. The request shall include as a minimum, the following:

- (1) Contract number, Task Order
- (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;
- (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.

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(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 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.

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(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.

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).

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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.

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

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.

Approved subcontracts at time of award:

**Northrop Grumman
LJT & Associates**

H. 6 ACCESS TO GOVERNMENT SITES

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any government site. The contractor shall ensure that contractor personnel employed on any government site become familiar with and obey activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

(b) All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

H.7 CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this contract.

(b) The contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

H.8 WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer(s) with coordination of the using departments. In the event that the contractor fails to observe the normal work week, any resulting costs incurred by the Government shall be chargeable to the contractor. Work on Center shall be performed during the

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normal work hours at that location unless differing hours are specified at time of task order award. For purposes of scheduling personnel, the contractor is hereby advised that the Government installation will observe all Federal Government holidays. The contractor is further advised that access to the Government installation may be restricted on these holidays.

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

(c) In the event 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 leave or indirect charges in accordance with company policy.

Clause – Japan:

H-1. Contracts to be Performed in Japan. The Status of Forces Agreement between the United States and Japan (SOFA) governs the rights and obligations of the United States Armed Forces in Japan. Unless a contractor is present in Japan solely to perform under a contract with the United States for the sole benefit of the United States armed forces in Japan and is accorded privileges under SOFA Article XIV, it and its employees shall be subject to all the laws and regulations of Japan. Certain contractor employees and their dependents not accorded privileges under SOFA Article XIV may be accorded privileges under SOFA Article I (b). Dependents of contractors or of contractor employees who receive SOFA Article XIV status do not receive SOFA status under SOFA Article XIV or SOFA Article I(b) based on their status as dependents. The Contractor shall comply with the instruction of the Contracting Officer concerning the entry of its employees, equipment, and supplies into Japan, and shall comply with all applicable Japanese laws and regulations as well United States Forces Japan (USFJ) and USFJ component policies and regulations during the performance of this contract.

H-1.1 SOFA Article XIV Status.

(a) Awardee may apply for Article XIV status under the United States – Japan Status of Forces Agreement (SOFA). Offers shall be prepared based on the assumption that SOFA Article XIV status will be granted by Government in consultation with the Government of Japan. If the Government determines that Awardee does not qualify for SOFA Article XIV status or that SOFA Article XIV status is otherwise inappropriate, an equitable adjustment shall be made to the cost/price and other appropriate terms of the contract. Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such contractors and contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I(b) status and privileges extend to dependents of SOFA Article XIV contractors or contractor employees.

(b) Procedures.

(1) Formal application for SOFA Article XIV status shall be made to HQ USFJ only after the contract has been awarded and the contractor's place of operation in Japan has been determined.

(2) A contractor seeking SOFA Article XIV status for itself and its employees shall submit the following to the Contracting Officer as part of its offer:

(i) Proof that the contractor is a person ordinarily resident in the United States or a corporation organized under the laws of the United States and that its presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces; and

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(ii) Proof that the contractor's employees are persons ordinarily resident in the United States and that their presence in Japan is solely for the purpose of performing work under contracts with the United States for the benefit of the United States armed forces.

(3) The Contracting Officer shall make the initial determination whether the contractor qualifies for SOFA Article XIV status. Upon a determination of qualification, the Contracting Officer shall forward a request for designation through component channels to Commander, United States Forces, Japan, ATTN: USFJ/J5, Unit 5068, APO AP 96328. The request shall include the items requested in subparagraph (b)(2), a full explanation of the necessity of using a United States contractor, and relevant documentation. See USFJ Instruction 64-102 for further details.

(4) HQ USFJ shall make the final determination on the contractor's SOFA Article XIV status upon consultation with the Government of Japan.

(5) Upon receipt of HQ USFJ approval, the Contracting Officer shall issue Letters of Identification indicating SOFA Article XIV status has been granted to the contractor and contractor employees.

(6) Once a contractor has been designated under SOFA Article XIV, it is not necessary that it be re-designated if a follow-on contract is awarded to that contractor; provided the new contract does not involve a material change from the work under which the SOFA Article XIV designation was originally granted and there is no significant delay between completion of the existing contract and initiation of performance under the follow-on contract.

(c) SOFA Article XIV privileges and benefits. In accordance with SOFA Article XIV, paragraphs 3 through 8, upon certification by appropriate United States authorities as to their identity, such persons and their employees shall be accorded the following benefits of the SOFA. *Note: Privileges and benefits afforded under SOFA Article XIV do not extend to dependents/family members.*

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Exemption from customs duties and other such charges on furniture and household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraph 3;

(4) If authorized by the installation commander or designee, the right to use Navy

exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(5) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(6) The use of postal facilities as provided for in SOFA Article XXI;

(7) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment except that such exemption shall not apply to the employment of local nationals in Japan;

(8) Exemption from taxes and similar charges of Japan on depreciable assets except houses, held, used, or transferred for the execution of contracts referenced in subparagraph (a);

(9) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due

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solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan. No exemption from taxes payable for the use of roads by private vehicles is provided under SOFA Article XIV;

(10) Exemption from income or corporation taxes of the Government of Japan or any other taxing agency in Japan on any income derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance or operation of any of the facilities or area covered by the SOFA. The provisions of this paragraph do not exempt such persons from payment of income or corporation taxes on income derived from Japanese sources;

(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

H-1.2 Logistics Support. Contractor, contractor personnel, and in the case of personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below [*indicate appropriate support based upon coordination with installation commander or designee*].

(a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);

(b) Laundry and dry cleaning;

I Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);

(d) Transient billeting facilities;

(e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);

(f) Casualty assistance (mortuary services) on a reimbursable basis;

(g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;

(h) Dental care, limited to relief of emergencies on a reimbursable basis;

(i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;

(j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);

(k) Local recreation services on a space-available basis;

(l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);

(m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

---end of clause---

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Italy Clause:

H-n. Contract Work in Italy. This contract presumes the utilization of technical representative personnel to be employed by the contractor. United States authorities and Italian authorities are involved in the accreditation of contractor employees who are intended to fill such contract positions. To expedite accreditation, the contractor agrees to promptly complete in accurate detail and return to the Contracting Officer or Contracting Officer's Representative information on the contract and contract positions for which technical representative accreditation is requested, and the individual information on each employee designated to fill a technical representative position. Positions accredited as technical representatives will be documented by an individual letter of accreditation.

Contractor shall promptly notify the Contracting Officer or Contracting Officer's Representative if a technical representative employee once accredited as a technical representative is no longer performing duties requiring accreditation.

The contractor shall require all contractor employees accredited as technical representative personnel to apply for *missione* visas prior to travel to Italy. Contractors may not send personnel that have not received Italian *missione* visas to fill technical representative positions. The Government shall not be responsible for the costs incurred by the contractor who sends personnel without visas or who are otherwise ineligible for entry and presence in Italy.

Subject to the approval of United States and Italian authorities, the following positions will be submitted for Technical Representative Accreditation.

TBD

Contractor employees designated as Technical Representatives under this contract will be covered by the provisions of the NATO SOFA: Agreement Between the Parties to the North Atlantic Treaty Regarding the Status of Their Forces, signed at London on 19 June 1951 and ratified in Italy as Law No. 1335 of 30 November 1955.

Contractor employees designated as Technical Representatives under this contract and their family members will be eligible for Individual Logistics Support (ILS) as specified in applicable sponsoring command instructions and/or regulations. Availability of ILS is unknown at this time. No equitable adjustment will be made for unavailability of ILS to any non-TR positions or personnel.

---End of clause---

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SECTION I CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

All applicable provisions and clauses in Section I of the basic contract apply to this task order, unless otherwise specified in this task order.

CLAUSES INCORPORATED BY REFERENCE

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

52.216-7 ALLOWABLE COST & PAYMENT (DEC 2002)

52.216-8 FIXED FEE (MAR 1997)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.225-8 DUTY FREE ENTRY (FEB 2000)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)

52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.229-8 TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 2003)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

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

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (Oct 2002)

CLAUSES INCORPORATED IN FULL TEXT

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

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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.

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

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

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

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

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$2500 for surge support only during any given period of performance. No other overtime is authorized without advance TOM approval. Overtime premiums shall not exceed equivalent Federal wage standards for Government employees.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 2 - Employee Non-Disclosure Certificate

Attachment 3 = DHS Employee Eligibility Verification

Attachment 4 - CAC Issuance/Renewal Procedures

Attachment 5 - System Authorization Access Request

Attachment 6 - NAVFAC Areas of Responsibility

Attachment 9 - Historical Workload

Attachment 10 - Incumbent contracts/contractors

Attachment 7 - Work Request Process

Attachment 12 - Cost Proposal Template

Attachment (1) - Revision #2 Business Systems Overview

Attachment A - Revised Performance Work Statement

Attachment 13 - DD254 Security Clearances