

|   |                                  |   |                                       |
|---|----------------------------------|---|---------------------------------------|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b> |                                  | 1. CONTRACT ID CODE<br>U  | PAGE OF PAGES<br>1 3                  |
| 2. AMENDMENT/MODIFICATION NO.<br>95                       | 3. EFFECTIVE DATE<br>12-Aug-2014 | 4. REQUISITION/PURCHASE REQ. NO.<br>See Section G   | 5. PROJECT NO. (If applicable)<br>N/A |
| 6. ISSUED BY<br>NSWC, DAHLGREN DIVISION<br>[REDACTED]     | CODE<br>N00178                   | 7. ADMINISTERED BY (If other than Item 6)<br>DCMA Baltimore<br>217 EAST REDWOOD STREET, SUITE 1800<br>BALTIMORE MD 21202-5299 | CODE<br>S2101A                        |

|   |               |  |
|---|---------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)<br>Zekiah Technologies, Inc.<br>[REDACTED] |               | 9A. AMENDMENT OF SOLICITATION NO.                                |
|   |               | 9B. DATED (SEE ITEM 11)  |
|   |               | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>N00178-05-D-4665-0003 |
|   |               | 10B. DATED (SEE ITEM 13)<br>13-Feb-2006                          |
| CAGE CODE<br>1JJY5  | FACILITY CODE |  |

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)

SEE SECTION G

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

|                                     |   |
|-------------------------------------|---|
| <input type="checkbox"/>            | 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"/>            | 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)<br>Bilateral - Limitation of Funds 52.232-22 & Mutual Agreement per email dated 4 Aug 2014  |

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 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)<br>[REDACTED]                       |                                 | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>[REDACTED]             |                                 |
| 15B. CONTRACTOR/OFFEROR<br>[REDACTED]<br>(Signature of person authorized to sign) | 15C. DATE SIGNED<br>12-Aug-2014 | 16B. UNITED STATES OF AMERICA<br>BY [REDACTED]<br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>12-Aug-2014 |

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

|                                  |                            |                                  |                |       |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>2 of 3 | FINAL |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

**GENERAL INFORMATION**

The purpose of this modification is to de-obligate funding in the amount of [REDACTED] from Labor and ODCs. Please See Summary of Changes. AID#: 137205 A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from [REDACTED] by [REDACTED] to [REDACTED]

| CLIN/SLIN | Type Of Fund      | From (\$)  | By (\$) | To (\$) |
|-----------|-------------------|------------|---------|---------|
| 100315    | RDT&E             | [REDACTED] |         |         |
| 400402    | Fund Type - OTHER | [REDACTED] |         |         |
| 400404    | RDT&E             | [REDACTED] |         |         |
| 400407    | RDT&E             | [REDACTED] |         |         |
| 400408    | Fund Type - TBD   | [REDACTED] |         |         |
| 400409    | O&MN,N            | [REDACTED] |         |         |
| 400411    | O&MN,N            | [REDACTED] |         |         |
| 400412    | RDT&E             | [REDACTED] |         |         |
| 400413    | O&MN,N            | [REDACTED] |         |         |
| 400414    | Fund Type - OTHER | [REDACTED] |         |         |
| 400416    | RDT&E             | [REDACTED] |         |         |
| 400418    | RDT&E             | [REDACTED] |         |         |
| 400502    | O&MN,N            | [REDACTED] |         |         |
| 400504    | RDT&E             | [REDACTED] |         |         |
| 400507    | RDT&E             | [REDACTED] |         |         |
| 400509    | O&MN,N            | [REDACTED] |         |         |
| 400515    | Fund Type - OTHER | [REDACTED] |         |         |
| 400605    | RDDA              | [REDACTED] |         |         |
| 400610    | RDDA              | [REDACTED] |         |         |
| 400801    | Fund Type - OTHER | [REDACTED] |         |         |
| 400804    | Fund Type - OTHER | [REDACTED] |         |         |

|                                  |                            |                                  |                |       |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>3 of 3 | FINAL |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

|        |                      |            |
|--------|----------------------|------------|
| 400805 | Fund Type -<br>OTHER | [REDACTED] |
| 600403 | Fund Type -<br>OTHER | [REDACTED] |
| 600701 | O&MN,N               | [REDACTED] |

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

| CLIN/SLIN | From | To |
|-----------|------|----|
|-----------|------|----|

|                                  |                            |                                  |                 |       |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>1 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 1000   | AZ14 | The contractor shall provide technical support to accomplish the Statement of Work (Base Period) (Fund Type - OTHER) |     |      |           |           |      |
| 100001 | AZ14 | Incremental funding for Base Period (RDT&E) HD-MAP (Fund Type- OTHER)  |     |      |           |           |      |
| 100002 | AZ14 | Incremental funding for Base Period (Other) USSS (Fund Type -OTHER)  |     |      |           |           |      |
| 100003 | AZ14 | Incremental funding for Base Period (RDT&E) CIDS (Fund Type -OTHER)  |     |      |           |           |      |
| 100004 | AZ14 | Incremental funding for Base Period (RDT&E) HD-MAP (Fund Type- OTHER)  |     |      |           |           |      |
| 1001   | AZ14 | The contractor shall provide technical support to accomplish the Statement of Work (Option 1) (RDT&E)                |     |      |           |           |      |
| 100101 | AZ14 | Funding for HD-MAP Project (RDT&E)   |     |      |           |           |      |
| 100102 | AZ14 | Funding for CIDS Project (RDT&E)   |     |      |           |           |      |
| 100103 | AZ14 | Funding for USSS Project (RDT&E)   |     |      |           |           |      |
| 100104 | AZ14 | Funding for HIFLD Project (RDT&E)  |     |      |           |           |      |
| 100105 | AZ14 | Funding for USSS Project (RDT&E)   |     |      |           |           |      |
| 100106 | AZ14 | Funding for DISA Project (RDT&E)   |     |      |           |           |      |
| 100107 | AZ14 | Funding for HD-MAP Project (RDT&E)   |     |      |           |           |      |
| 100108 | AZ14 | Funding for USSS Project (RDT&E)   |     |      |           |           |      |
| 100109 | AZ14 | Funding for CIDS Project (RDT&E)   |     |      |           |           |      |
| 100110 | AZ14 | Funding for HD-MAP Project (RDT&E)   |     |      |           |           |      |
| 100111 | AZ14 | Funding for NATTCO Project (RDT&E)   |     |      |           |           |      |
| 100112 | AZ14 | Funding for CIDS Project (RDT&E)   |     |      |           |           |      |
| 100113 | AZ14 | Funding for JFCOMI Project (RDT&E)   |     |      |           |           |      |
| 100114 | AZ14 | Funding for NATTCO II Project (RDT&E)  |     |      |           |           |      |
| 100115 | AZ14 | Funding for FAST-CD Project (RDT&E)  |     |      |           |           |      |
| 100116 | AZ14 | Funding for CIDS Project (RDT&E)   |     |      |           |           |      |
| 100117 | AZ14 | Funding for USSS Project (RDT&E)   |     |      |           |           |      |
| 100118 | AZ14 | Funding for USSS Project (RDT&E)   |     |      |           |           |      |

|                                  |                            |                                  |                 |       |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>2 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 100119 | AZ14 | Funding for PW POC Project (RDT&E)  |     |      |           |           |      |
| 100120 | AZ14 | Funding for NATTCO II Project (RDT&E)   |     |      |           |           |      |
| 100121 | AZ14 | Funding for NATTCO II Project (RDT&E)   |     |      |           |           |      |
| 100122 | AZ14 | Funding for HD-MAP Project (RDT&E)  |     |      |           |           |      |
| 100123 | AZ14 | Funding for MAD Website Project (RDT&E)   |     |      |           |           |      |
| 100124 | AZ14 | Funding for ASD/NII Project (RDT&E)   |     |      |           |           |      |
| 100125 | AZ14 | Funding for C/JMTK Project (RDT&E)  |     |      |           |           |      |
| 100126 | AZ14 | Funding for JFCOMI Project (RDT&E)  |     |      |           |           |      |
| 100127 | AZ14 | Funding for TRANSCOM Project (RDT&E)  |     |      |           |           |      |
| 100128 | AZ14 | Funding for USSS Project (RDT&E)  |     |      |           |           |      |
| 100129 | AZ14 | Funding for USSS Project (RDT&E)  |     |      |           |           |      |
| 100130 | AZ14 | Funding for USSS Project (RDT&E)  |     |      |           |           |      |
| 100131 | AZ14 | Funding for TRANSCOM Project (RDT&E)  |     |      |           |           |      |
| 100132 | AZ14 | Funding for JFCOMII Project (RDT&E)   |     |      |           |           |      |
| 100133 | AZ14 | Funding for JFCOMII Project (RDT&E)   |     |      |           |           |      |
| 100134 | AZ14 | Funding for FAST-CD Project (RDT&E)   |     |      |           |           |      |
| 100135 | AZ14 | Funding for USSS Project (RDT&E)  |     |      |           |           |      |
| 1002   | AZ14 | The contractor shall provide technical support to accomplish the Statement of Work (Option 2) (Fund Type - TBD) |     |      |           |           |      |
| 100201 | AZ14 | TRANSCOM Project (Fund Type - TBD)  |     |      |           |           |      |
| 100202 | AZ14 | DCIP ETL Project (Fund Type - TBD)  |     |      |           |           |      |
| 100203 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |           |      |
| 100204 | AZ14 | JFCOM Project (Fund Type - TBD)   |     |      |           |           |      |
| 100205 | AZ14 | HIFLD Project (Fund Type - TBD)   |     |      |           |           |      |
| 100206 | AZ14 | NORTHCOM TRITON Project (Fund Type - TBD)   |     |      |           |           |      |
| 100207 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |           |      |
| 100208 | AZ14 | DCIP ETL Project (Fund Type - TBD)  |     |      |           |           |      |
| 100209 | AZ14 | NORTHCOM TRITON Project (Fund Type - TBD)   |     |      |           |           |      |
| 100210 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |           |      |
| 100211 | AZ14 | WOLFPACK PLATOON Project (Fund Type - TBD)  |     |      |           |           |      |

|                                  |                            |                                  |                 |       |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>3 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 100212 | AZ14 | Northcom Triton Project (Fund Type - TBD)   |     |      |           |           |      |
| 100213 | AZ14 | DCIP ETL PROJECT (Fund Type - TBD)  |     |      |           |           |      |
| 100214 | AZ14 | NORTHCOM TRITON Project (Fund Type - TBD)   |     |      |           |           |      |
| 100215 | AZ14 | NORTHCOM TRITON Project (Fund Type - TBD)   |     |      |           |           |      |
| 100216 | AZ14 | HYDRA Project (Fund Type - TBD)   |     |      |           |           |      |
| 100217 | AZ14 | HYDRA Project (Fund Type - TBD)   |     |      |           |           |      |
| 100218 | AZ14 | WOLFPACK PLATOON Project (Fund Type - TBD)  |     |      |           |           |      |
| 100219 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |           |      |
| 100220 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |           |      |
| 100221 | AZ14 | DHS IICS Project (Fund Type - TBD)  |     |      |           |           |      |
| 1003   | AZ14 | The contractor shall provide technical support to accomplish the Statement of Work (Option 3) (Fund Type - TBD) |     |      |           |           |      |
| 100301 | AZ14 | USSS Project (Fund Type - OTHER)  |     |      |           |           |      |
| 100302 | AZ14 | DHS IICS Project (Fund Type - OTHER)  |     |      |           |           |      |
| 100303 | AZ14 | USACE TRITON Project (O&MN,N)   |     |      |           |           |      |
| 100304 | AZ14 | DHS IICS Project (Fund Type - OTHER)  |     |      |           |           |      |
| 100305 | AZ14 | USACE TRITON Project (O&MN,N)   |     |      |           |           |      |
| 100306 | AZ14 | NORAD/NORTHCOM Project (O&MN,N)   |     |      |           |           |      |
| 100307 | AZ14 | USSS Project (Fund Type - OTHER)  |     |      |           |           |      |
| 100308 | AZ14 | USTRANSCOM Project (O&MN,N)   |     |      |           |           |      |
| 100309 | AZ14 | HD-MAP Project (RDT&E)  |     |      |           |           |      |
| 100310 | AZ14 | USSS project (Fund Type - OTHER)  |     |      |           |           |      |
| 100311 | AZ14 | DCIP Crisis & Exercise Support Project (RDT&E)  |     |      |           |           |      |
| 100312 | AZ14 | USTRANSCOM Project (O&MN,N)   |     |      |           |           |      |
| 100313 | AZ14 | DHS IICD IICS Project (Fund Type - OTHER)   |     |      |           |           |      |
| 100314 | AZ14 | HD-MAP Web Services (RDT&E)   |     |      |           |           |      |
| 100315 | AZ14 | MADSS Project (RDT&E)   |     |      |           |           |      |
| 100316 | AZ14 | SIIMON Blk II (Fund Type - OTHER)   |     |      |           |           |      |

For ODC Items:

|                                  |                            |                                  |                 |       |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>4 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost |
|--------|------|--|-----|------|-----------|
| 3000   | AZ14 | Other Direct Costs associated with CLIN 1000 (Base Period) (CIDS)<br>(Fund Type - OTHER) |     |      |           |
| 300001 | AZ14 | Incremental funding (Base Period) (USSS) (Fund Type - OTHER)                             |     |      |           |
| 300002 | AZ14 | Incremental funding (Base Period) (CIDS) (Fund Type - OTHER)                             |     |      |           |
| 300003 | AZ14 | Incremental funding (Base Period) (CIDS) (Fund Type - OTHER)                             |     |      |           |
| 300004 | AZ14 | Incremental funding (Base Period) (CIDS) (Fund Type - OTHER)                             |     |      |           |
| 3001   | AZ14 | Other Direct Costs associated with CLIN 1001 (Option 1) (Fund Type<br>- TBD)             |     |      |           |
| 300101 | AZ14 | Incremental funding for Option 1 (HD-MAP) (Fund Type - TBD)                              |     |      |           |
| 300102 | AZ14 | Incremental funding for Option 1 (CIDS) (Fund Type - TBD)                                |     |      |           |
| 300103 | AZ14 | Incremental funding for Option 1 (USSS) (Fund Type - TBD)                                |     |      |           |
| 300104 | AZ14 | Incremental funding for Option 1 (HIFLD) (Fund Type - TBD)                               |     |      |           |
| 300105 | AZ14 | Incremental funding for Option 1 (USSS) (Fund Type - TBD)                                |     |      |           |
| 300106 | AZ14 | Incremental funding for Option 1 (CIDS) (Fund Type - TBD)                                |     |      |           |
| 300107 | AZ14 | Incremental funding for Option 1 (CIDS) (Fund Type - TBD)                                |     |      |           |
| 300108 | AZ14 | Incremental funding for Option 1 (JFCOM) (Fund Type - TBD)                               |     |      |           |
| 300109 | AZ14 | Incremental funding for Option 1 (NATTCO II) (Fund Type - TBD)                           |     |      |           |
| 300110 | AZ14 | Incremental funding for Option 1 (FAST-CD) (Fund Type - TBD)                             |     |      |           |
| 300111 | AZ14 | Incremental funding for Option 1 (USSS) (Fund Type - TBD)                                |     |      |           |
| 300112 | AZ14 | Incremental funding for Option 1 (NATTCO II) (Fund Type - TBD)                           |     |      |           |
| 300113 | AZ14 | Incremental funding for Option 1 (JFCOM) (Fund Type - TBD)                               |     |      |           |
| 300114 | AZ14 | Incremental funding for Option 1 (TRANSCOM) (Fund Type - TBD)                            |     |      |           |
| 300115 | AZ14 | Incremental funding for Option 1 (USSS) (Fund Type - TBD)                                |     |      |           |
| 300116 | AZ14 | Incremental funding for Option 1 (USSS) (Fund Type - TBD)                                |     |      |           |
| 300117 | AZ14 | Incremental funding for Option 1 (TRANSCOM) (Fund Type - TBD)                            |     |      |           |
| 300118 | AZ14 | Funding for JFCOMII Project (Fund Type - TBD)  |     |      |           |
| 300119 | AZ14 | Funding for JFCOMII Project (Fund Type - TBD)  |     |      |           |
| 3002   | AZ14 | Other Direct Costs associated with CLIN 1002 (Option 2) (Fund Type<br>- TBD)             |     |      |           |
| 300201 | AZ14 | TRANSCOM Project (Fund Type - TBD)   |     |      |           |
| 300202 | AZ14 | TRANSCOM Project (Fund Type - TBD)   |     |      |           |
| 300203 | AZ14 | USSS Project (Fund Type - TBD)   |     |      |           |
| 300204 | AZ14 | JFCOM II Project (Fund Type - TBD)   |     |      |           |
| 300205 | AZ14 | HIFLD Project (Fund Type - TBD)  |     |      |           |

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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>5 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 300206 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |
| 300207 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |
| 300208 | AZ14 | NORTHCOM TRITON Project (Fund Type - TBD)                                 |     |      |           |
| 300209 | AZ14 | DHS IICS Project (Fund Type - TBD)  |     |      |           |
| 3003   | AZ14 | Other Direct Costs associated with CLIN 1003 (Option 3) (Fund Type - TBD) |     |      |           |
| 300301 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |
| 300302 | AZ14 | DHS IICS Project (Fund Type - TBD)  |     |      |           |
| 300303 | AZ14 | DHSIICS Project (Fund Type - TBD)   |     |      |           |
| 300304 | AZ14 | NORAD/NORTHCOM Project (Fund Type - TBD)                                  |     |      |           |
| 300305 | AZ14 | USSS Project (Fund Type - TBD)  |     |      |           |
| 300306 | AZ14 | NORAD/NORTHCOM Project (Fund Type - TBD)                                  |     |      |           |
| 300307 | AZ14 | DHS IICD IICS Project (Fund Type - TBD)                                   |     |      |           |

For Cost Type Items:

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 4004   | AZ14 | The contractor shall provide technical support to accomplish the Statement of Work (Option 4) (Fund Type - TBD) |     |      |           |           |      |
| 400401 | AZ14 | SIIMON Blk II & IDS (Fund Type - OTHER)   |     |      |           |           |      |
| 400402 | AZ14 | DCIP DEV & WEB SVCS (Fund Type - OTHER)   |     |      |           |           |      |
| 400403 | AZ14 | DHS IICS SPT (Fund Type - OTHER)  |     |      |           |           |      |
| 400404 | AZ14 | MADSS JCTD SPT (RDT&E)  |     |      |           |           |      |
| 400405 | AZ14 | SVC2A Support (Fund Type - OTHER)   |     |      |           |           |      |
| 400406 | AZ14 | USSS Support (Fund Type - OTHER)  |     |      |           |           |      |
| 400407 | AZ14 | DCIP Data Loading (RDT&E)   |     |      |           |           |      |
| 400408 | AZ14 | Dev of Web Svcs (Fund Type - TBD)   |     |      |           |           |      |
| 400409 | AZ14 | DCIP DEV & WEB SVCS (O&MN,N)  |     |      |           |           |      |
| 400410 | AZ14 | DHS IICS SPT (Fund Type - OTHER)  |     |      |           |           |      |
| 400411 | AZ14 | GIS ADMIN FOR MAD (O&MN,N)  |     |      |           |           |      |
| 400412 | AZ14 | TRITON (RDT&E)  |     |      |           |           |      |
| 400413 | AZ14 | DCIP CRISIS & EXERCISE SPT (O&MN,N)   |     |      |           |           |      |
| 400414 | AZ14 | USSS Support (Fund Type - OTHER)  |     |      |           |           |      |



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|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>6 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 400415 | AZ14 | DHS IICS SPT (Fund Type - OTHER)  |     |      |           |           |      |
| 400416 | AZ14 | MADSS JCTD SPT (RDT&E)  |     |      |           |           |      |
| 400417 | AZ14 | DCIP DEV & WEB SVCS (O&MN,N)  |     |      |           |           |      |
| 400418 | AZ14 | GIS ADMIN FOR MAD(RDT&E)  |     |      |           |           |      |
| 400419 | AZ14 | PD ALTESS (O&MN,N)  |     |      |           |           |      |
| 400420 | AZ14 | DCIP DEV & WEB SVCS (O&MN,N)  |     |      |           |           |      |
| 400421 | AZ14 | RNOMI WEB SVCS PUB. (RDT&E)   |     |      |           |           |      |
| 400422 | AZ14 | SBINet Software Development<br>(FundType - OTHER)   |     |      |           |           |      |
| 4005   | AZ14 | The contractor shall provide technical support to accomplish the Statement of Work (Option 5) (Fund Type - TBD) |     |      |           |           |      |
| 400501 | AZ14 | T.I.#37; RNOMI Web Service Publication (RDT&E)  |     |      |           |           |      |
| 400502 | AZ14 | T.I.#36; DCIP Product Transition Development (O&MN,N)   |     |      |           |           |      |
| 400503 | AZ14 | T.I.#38; SBINET Software Development (FundType - OTHER)   |     |      |           |           |      |
| 400504 | AZ14 | T.I.#39; GIS Administration and Support for MAD (RDT&E)   |     |      |           |           |      |
| 400505 | AZ14 | T.I.#40; Support to MADSS JCTD (O&MN,N)   |     |      |           |           |      |
| 400506 | AZ14 | T.I.#40; Support to MADSS JCTD (RDT&E)  |     |      |           |           |      |
| 400507 | AZ14 | T.I.#41; Support to MAD's IA (RDT&E)  |     |      |           |           |      |
| 400508 | AZ14 | T.I.#42; Support to MAD's Database Administration (RDT&E)   |     |      |           |           |      |
| 400509 | AZ14 | T.I.#43; CAIP-ES (O&MN,N)   |     |      |           |           |      |
| 400510 | AZ14 | T.I.#37; RNOMI Web Service Publication (RDT&E)  |     |      |           |           |      |
| 400511 | AZ14 | T.I.#38; SBINET Software Development (FundType - OTHER)   |     |      |           |           |      |
| 400512 | AZ14 | T.I.#42; Support to MAD's Database Administration (Fund Type - OTHER)   |     |      |           |           |      |
| 400513 | AZ14 | T.I.#37; RNOMI Web Services (RDT&E)   |     |      |           |           |      |
| 400514 | AZ14 | T.I.#41; Support to MAD's Information Assurance (Fund Type - OTHER)   |     |      |           |           |      |

|                                  |                            |                                  |                 |       |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>7 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 400515 | AZ14 | T.I. #43; CAIP-ESDesign enhancement, development and maintenance (FundType - OTHER)                           |     |      |           |           |      |
| 400516 | AZ14 | T.I. #38; SBINET Software Development (FundType - OTHER)  |     |      |           |           |      |
| 400517 | AZ14 | T.I. #38; SBINET Software Development (FundType - OTHER)  |     |      |           |           |      |
| 400518 | AZ14 | T.I. #39; GIS Administration and Support for MAD (RDT&E)  |     |      |           |           |      |
| 400519 | AZ14 | T.I. #42; Supportto MAD's DatabaseAdministration (Fund Type - OTHER)  |     |      |           |           |      |
| 400520 | AZ14 | T.I. #43; Supportto CAIP-ES DesignEnhancement, Development, and Maintenance (FundType - OTHER)                |     |      |           |           |      |
| 400521 | AZ14 | T.I. #43; Supportto CAIP-ES (Fund Type - OTHER)   |     |      |           |           |      |
| 400522 | AZ14 | T.I. #42; Supportto MAD's DatabaseAdministration (O&MN,N)   |     |      |           |           |      |
| 400523 | AZ14 | T.I. #38; SBINET Software and GIS Engineering (FundType - OTHER)  |     |      |           |           |      |
| 400524 | AZ14 | T.I. #43; Supportto CAIP-ES (Fund Type - OTHER)   |     |      |           |           |      |
| 400525 | AZ14 | T.I. #40; Supportto MADSS JCTD (O&MN,N)   |     |      |           |           |      |
| 400526 | AZ14 | T.I. #40; Supportto MADSS JCTD (RDDA)   |     |      |           |           |      |
| 4006   | AZ14 | The contractor shall provide technical supportto accomplish theStatement of Work (Option 6) (Fund Type - TBD) |     |      |           |           |      |
| 400601 | AZ14 | T.I. #44; Supportto MADSS JCTD - Software Development (RDDA)  |     |      |           |           |      |
| 400602 | AZ14 | T.I. #45; MAD's IT Support (Fund Type - OTHER)  |     |      |           |           |      |
| 400603 | AZ14 | T.I. #46; SBINet Development (FundType - OTHER)   |     |      |           |           |      |
| 400604 | AZ14 | T.I. #47; CAIP-ESSoftware Development (RDDA)  |     |      |           |           |      |
| 400605 | AZ14 | T.I. #45; MAD's IT Support (RDDA)   |     |      |           |           |      |
| 400606 | AZ14 | T.I. #45; GIS Administration & Support (RDDA)   |     |      |           |           |      |

|                                  |                            |                                  |                 |       |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>8 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services  | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|--|-----|------|-----------|-----------|------|
| 400607 | AZ14 | T.I. #48; Supportto CJMTK Integration (SCN)  |     |      |           |           |      |
| 400608 | AZ14 | T.I. #44; Supportto MADSS JCTD - Software Development (RDDA)   |     |      |           |           |      |
| 400610 | AZ14 | T.I. #44; Supportto MADSS JCTD - Software Development (RDDA)   |     |      |           |           |      |
| 400611 | AZ14 | T.I. #45; GIS Administration & Support (O&MN,N)  |     |      |           |           |      |
| 400612 | AZ14 | T.I. #46; SBINET Development (FundType - OTHER)  |     |      |           |           |      |
| 400613 | AZ14 | T.I. #46; SBINET Development (FundType - OTHER)  |     |      |           |           |      |
| 4007   | AZ14 | The contractor shall provide technical supportto accomplish theStatement of Work(OPTION 7) (Fund Type - TBD) |     |      |           |           |      |
| 400701 | AZ14 | TI-50 - Support to NBID software Development (FundType - OTHER)  |     |      |           |           |      |
| 400702 | AZ14 | TI-49 - MADSS andGIS Support (FundType - OTHER)  |     |      |           |           |      |
| 400703 | AZ14 | TI-50 - Support to NBID Software Development (FundType - OTHER)  |     |      |           |           |      |
| 400704 | AZ14 | TI-49 - MADSS andGIS Support (FundType - OTHER)  |     |      |           |           |      |
| 400705 | AZ14 | TI-49 - GIS Server Services (Fund Type - OTHER)  |     |      |           |           |      |
| 400706 | AZ14 | TI-49 - GIS Server Services (Fund Type - OTHER)  |     |      |           |           |      |
| 400707 | AZ14 | TI-49 - GIS Server Services (Fund Type - OTHER)  |     |      |           |           |      |
| 400708 | AZ14 | TI-49 - MADSS andGIS Support (FundType - OTHER)  |     |      |           |           |      |
| 400709 | AZ14 | TI-49 - MADSS Support (O&MN,R)   |     |      |           |           |      |
| 4008   | AZ14 | The contractor shall provide technical supportto accomplish theStatement of Work(OPTION 8) (Fund Type - TBD) |     |      |           |           |      |
| 400801 | AZ14 | Incremental Funding (Fund Type - OTHER)  |     |      |           |           |      |
| 400802 | AZ14 | Incremental Funding (Fund Type - OTHER)  |     |      |           |           |      |
| 400803 | AZ14 | Incremental Funding (Fund Type - OTHER)  |     |      |           |           |      |

|                                  |                            |                                  |                 |       |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>9 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

| Item   | PSC  | Supplies/Services                       | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|------|---|-----|------|-----------|-----------|------|
| 400804 | AZ14 | Incremental Funding (Fund Type - OTHER) |     |      |           |           |      |
| 400805 | AZ14 | Incremental Funding (Fund Type - OTHER) |     |      |           |           |      |

For ODC Items:

| Item   | PSC  | Supplies/Services   | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|-----------|
| 6004   | AZ14 | Other Direct Costs associated with CLIN 4004 (Option 4) (Fund Type - TBD) |     |      |           |
| 600401 | AZ14 | DHS IICS (Fund Type - OTHER)  |     |      |           |
| 600402 | AZ14 | SVC2A Project (Fund Type - OTHER)   |     |      |           |
| 600403 | AZ14 | USSS Project (Fund Type - OTHER)  |     |      |           |
| 600404 | AZ14 | DHS IICS (Fund Type - OTHER)  |     |      |           |
| 600405 | AZ14 | USSS Project (Fund Type - OTHER)  |     |      |           |
| 600406 | AZ14 | PD ALTESS (O&MN,N)  |     |      |           |
| 600407 | AZ14 | RNOMI WEB SVCS PUB. (RDT&E)   |     |      |           |
| 6005   | AZ14 | Other Direct Costs associated with CLIN 4005 (Option 5) (Fund Type - TBD) |     |      |           |
| 600501 | AZ14 | T.I.#37; RNOMI Web Service Publication (RDT&E)                            |     |      |           |
| 600502 | AZ14 | T.I.#38; SBINET Software Development (FundType - OTHER)                   |     |      |           |
| 600503 | AZ14 | T.I.#40; Support to MADSS JCTD (O&MN,N)                                   |     |      |           |
| 600504 | AZ14 | T.I.#40; Support to MADSS JCTD (RDT&E)                                    |     |      |           |
| 600505 | AZ14 | T.I.#38; SBINET Software Development (FundType - OTHER)                   |     |      |           |
| 6006   | AZ14 | Other Direct Costs associated with CLIN 4006 (Option 6) (Fund Type - TBD) |     |      |           |
| 600601 | AZ14 | T.I. #44 Support to MADSS JCTD (RDDA)                                     |     |      |           |
| 600602 | AZ14 | T.I. #46 SBINet Support (Fund Type - OTHER)                               |     |      |           |
| 600603 | AZ14 | T.I. #46 SBINET Development (FundType - OTHER)                            |     |      |           |
| 6007   | AZ14 | Other Direct Costs associated with CLIN 4006 (Option 7) (Fund Type - TBD) |     |      |           |
| 600701 | AZ14 | MADSS GIS/MappingSupport (O&MN,N)   |     |      |           |
| 6008   | AZ14 | Other Direct Costs associated with CLIN 4008 (Option 8) (Fund Type - TBD) |     |      |           |
| 600801 | AZ14 | Incremental Funding (Fund Type - OTHER)                                   |     |      |           |
| 600802 | AZ14 | Incremental Funding (Fund Type - OTHER)                                   |     |      |           |

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>10 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

Note: The Statement of Work is included in its entirety as Attachment J.2 to this Task Order.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>11 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION D PACKAGING AND MARKING

Delivery shall be in accordance with the provisions of the basic contract.

Technical reports and other deliverable items shall be marked to include the contractor's name, contract and task order number.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>12 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at NSWCDD, Dahlgren, VA by the Task Order Manager (TOM).

### PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

### QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis. The CPARS evaluation will be based on all work performed (in whole or in part) during the previous 12-month period. The primary Government official responsible for the CPARS evaluation is the Task Order Manager (TOM) for the contract. The TOM may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service - Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; and (e) remained flexible to internal or external changes.

3.2 Schedule - Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions.

3.3 Cost Control - Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations - Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>13 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

#### QASP EVALUATION RATING LEVELS

**Exceptional:** Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

**Very Good:** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

**Satisfactory:** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

**Marginal:** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.

**Unsatisfactory:** Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.



|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>14 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION F DELIVERABLES OR PERFORMANCE

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

|      |                      |
|------|----------------------|
| 1000 | 2/13/2006 - 4/4/2006 |
| 1001 | 4/5/2006 - 4/4/2007  |
| 1002 | 4/5/2007 - 4/4/2008  |
| 1003 | 4/5/2008 - 4/4/2009  |
| 3000 | 2/13/2006 - 4/4/2006 |
| 3001 | 4/5/2006 - 4/4/2007  |
| 3002 | 4/5/2007 - 4/4/2008  |
| 3003 | 4/5/2008 - 4/4/2009  |
| 4004 | 4/5/2009 - 4/4/2010  |
| 4005 | 4/5/2010 - 4/4/2011  |
| 4006 | 4/5/2011 - 4/4/2012  |
| 4007 | 4/5/2012 - 4/4/2013  |
| 4008 | 4/5/2013 - 9/14/2013 |
| 6004 | 4/5/2009 - 4/4/2010  |
| 6005 | 4/5/2010 - 4/4/2011  |
| 6006 | 4/5/2011 - 4/4/2012  |
| 6007 | 4/5/2012 - 4/4/2013  |
| 6008 | 4/5/2013 - 9/14/2013 |

The period of performance for each Task Order period is shown below:

CLINs 1000/3000 BASE PERIOD 13 February 2006 to 04 April 2006

CLINs 1001/3001 OPTION 1 05 April 2006 to 04 April 2007

CLINs 1002/3002 OPTION 2 05 April 2007 to 04 April 2008

CLINs 1003/3003 OPTION 3 05 April 2008 to 04 April 2009

CLINs 4004/6004 OPTION 4 05 April 2009 to 04 April 2010

CLINs 4005/6005 OPTION 5 05 April 2010 to 04 April 2011

CLINs 4006/6006 OPTION 6 05 April 2011 to 04 April 2012

CLINS 4007/6007 OPTION 7 05 April 2012 to 04 April 2013

CLINS 4008/6008 OPTION 8 05 April 2013 to 14 September 2013

Note that the Base Period's period of performance is approximately one and one-half months. This is due to the need

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>15 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

to align with the SEAPORT-e period of performance at the contract level.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>16 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION G CONTRACT ADMINISTRATION DATA

### HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS (ALTERNATE 1) (NAVSEA) (JAN 2008)

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this Contract/Task Order:

\_\_\_ (1) *Line item specific: single funding.* If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

\_\_\_ (2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

\_\_\_ (3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

\_\_\_ (4) *Line item specific: by fiscal year.* If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

\_\_\_ (5) *Line item specific: by cancellation date.* If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>17 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

\_\_\_(6) *Line item specific: proration.* If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

\_\_\_(7) *Contract-wide: sequential ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

\_\_\_(8) *Contract-wide: contracting officer specified ACRN order.* The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

\_\_\_(9) *Contract-wide: by fiscal year.* The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

\_\_\_(10) *Contract-wide: by cancellation date.* The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

\_\_\_(11) *Contract-wide: proration.* The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

\_\_\_(12) *Other.* If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions--

(a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>18 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

**Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

**Ddl-H40 FUNDING PROFILE**

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

|                | CPFF | Funds This Action | Previous Funding | TOTAL Funded Amount | Balance UNFUNDED | % Funded |
|----------------|------|-------------------|------------------|---------------------|------------------|----------|
| Base           |      |                   |                  |                     |                  |          |
| 1000           |      |                   |                  |                     |                  |          |
| 3000           |      |                   |                  |                     |                  |          |
| Total Base     |      |                   |                  |                     |                  |          |
| Option 1       |      |                   |                  |                     |                  |          |
| 1001           |      |                   |                  |                     |                  |          |
| 3001           |      |                   |                  |                     |                  |          |
| Total Option 1 |      |                   |                  |                     |                  |          |
| Option 2       |      |                   |                  |                     |                  |          |
| 1002           |      |                   |                  |                     |                  |          |
| 3002           |      |                   |                  |                     |                  |          |
| Total Option 2 |      |                   |                  |                     |                  |          |
| Option 3       |      |                   |                  |                     |                  |          |
| 1003           |      |                   |                  |                     |                  |          |
| 3003           |      |                   |                  |                     |                  |          |
| Total Option 3 |      |                   |                  |                     |                  |          |
| Option 4       |      |                   |                  |                     |                  |          |
| 4004           |      |                   |                  |                     |                  |          |
| 6004           |      |                   |                  |                     |                  |          |
| Total Option 4 |      |                   |                  |                     |                  |          |
| Option 5       |      |                   |                  |                     |                  |          |
| 4005           |      |                   |                  |                     |                  |          |
| 6005           |      |                   |                  |                     |                  |          |
| Total Option 5 |      |                   |                  |                     |                  |          |
| Option 6       |      |                   |                  |                     |                  |          |
| 4006           |      |                   |                  |                     |                  |          |
| 6006           |      |                   |                  |                     |                  |          |
| Total Option 6 |      |                   |                  |                     |                  |          |
| Option 7       |      |                   |                  |                     |                  |          |
| 4007           |      |                   |                  |                     |                  |          |
| 6007           |      |                   |                  |                     |                  |          |
| Total Option 7 |      |                   |                  |                     |                  |          |
| Option 8       |      |                   |                  |                     |                  |          |
| 4008           |      |                   |                  |                     |                  |          |

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>19 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

|                |  |
|----------------|--|
| 6008           |  |
| Total Option 8 |  |
| Total Order    |  |

**SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)**

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

| CLIN           | Allotted to Cost | Allotted to Fee | TOTAL | Period of Performance |                |
|----------------|------------------|-----------------|-------|-----------------------|----------------|
|                |                  |                 |       | Beginning             | Funded through |
| Base           |                  |                 |       |                       |                |
| 1000           |                  |                 |       |                       |                |
| 3000           |                  |                 |       |                       |                |
| Total Base     |                  |                 |       |                       |                |
| Option 1       |                  |                 |       |                       |                |
| 1001           |                  |                 |       |                       |                |
| 3001           |                  |                 |       |                       |                |
| Total Option 1 |                  |                 |       |                       |                |
| Option 2       |                  |                 |       |                       |                |
| 1002           |                  |                 |       |                       |                |
| 3002           |                  |                 |       |                       |                |
| Total Option 2 |                  |                 |       |                       |                |
| Option 3       |                  |                 |       |                       |                |
| 1003           |                  |                 |       |                       |                |
| 3003           |                  |                 |       |                       |                |
| Total Option 3 |                  |                 |       |                       |                |
| Option 4       |                  |                 |       |                       |                |
| 4004           |                  |                 |       |                       |                |
| 6004           |                  |                 |       |                       |                |
| Total Option 4 |                  |                 |       |                       |                |
| Option 5       |                  |                 |       |                       |                |
| 4005           |                  |                 |       |                       |                |
| 6005           |                  |                 |       |                       |                |
| Total Option 5 |                  |                 |       |                       |                |
| Option 6       |                  |                 |       |                       |                |
| 4006           |                  |                 |       |                       |                |
| 6006           |                  |                 |       |                       |                |
| Total Option 6 |                  |                 |       |                       |                |
| Option 7       |                  |                 |       |                       |                |
| 4007           |                  |                 |       |                       |                |
| 6007           |                  |                 |       |                       |                |
| Total Option 7 |                  |                 |       |                       |                |
| Option 8       |                  |                 |       |                       |                |
| 4008           |                  |                 |       |                       |                |
| 6008           |                  |                 |       |                       |                |
| Total Option 8 |                  |                 |       |                       |                |
| Total Order    |                  |                 |       |                       |                |

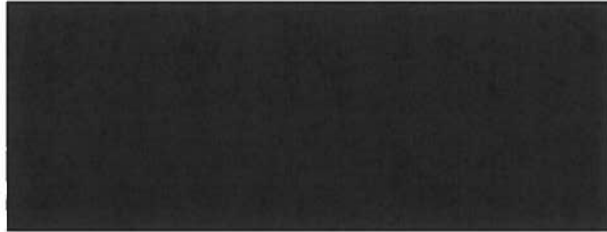
|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>20 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

**THE CONTRACTOR IS NOT AUTHORIZED TO INVOICE IN EXCESS OF THE FUNDED FIXED FEE DOLLARS SHOWN ABOVE.**

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

CONTRACTING OFFICER

Name:  
Address:



Phone:  
E-mail:

CONTRACT SPECIALIST

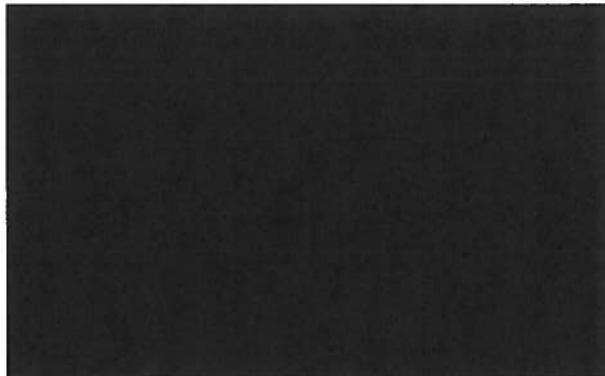
Name:  
Address:



Phone:  
E-mail:

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Name:  
Address:



Phone:  
E-mail:

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>21 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

**SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in the SOW of this order. The total level of effort for the performance of this contract shall be 265,794 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The man-hours are listed below. The table below and the blanks in paragraphs (a) and (d) are to be completed by the offeror as part of his proposal.

**TOTAL MANHOURS    COMPENSATED    UNCOMPENSATED**

Base Period (CLIN 1000)    [REDACTED]  
Option One (CLIN 1001)    [REDACTED]

Option Two (CLIN 1002)    [REDACTED]  
Option Three (CLIN 1003)    [REDACTED]

Option Four (CLIN 4004)    [REDACTED]

Option Five (CLIN 4005)    [REDACTED]  
Option Six (CLIN 4006)    [REDACTED]

Option Seven (CLIN 4007)    [REDACTED]  
Option Eight (CLIN 4008)    [REDACTED]

Total hours    [REDACTED]



|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>22 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(b) Listed above are both compensated and uncompensated man-hours associated with this order. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/ TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately (to be completed for term-type orders) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

-----  
Required LOE

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>23 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

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

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

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

**PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)**

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

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

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>24 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

contract at the time of the discontinuance of work.

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

#### **FINALIZED FIXED FEE**

(a) The fixed fee for each period (Base, Option 1, etc.) will be finalized based on the total number of hours provided (both compensated and uncompensated, if applicable).

(b) If 100% or more of both the compensated and uncompensated hours specified in the clause "LEVEL OF EFFORT" (SEA 5252.216-9122) are provided, the contractor will receive the full fixed fee.

(c) If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 – The fee will be reduced proportionate to the compensated hours provided – i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Step 2 – If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e., if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced by 20%.

(d) Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

(e) The above fee reduction process applies to all periods regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost-plus-fixed-fee.

#### **Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCCD when NSWCCD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>25 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

**5252.232-9001 SUBMISSION OF INVOICES (COST REIMBURSEMENT, TIME AND MATERIALS, LABOR HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address (to be provided at contract award) unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to Contract Specialist and the TOM. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [n/a] calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the contract

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>26 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

**Ddl-G12 POST-AWARD CONFERENCE**

- (a) A Post-Award Conference with the successful offeror will be conducted within 15 working days after award of the contract. The conference will be held at NSWCDD, Code J60.
- (b) The contractor will be given five working days notice prior to the date of the conference by the Contracting Officer.
- (c) The requirement for a post-award conference shall in no event constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

**INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

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

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.cb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

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

|                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/>            | Invoice (FFP Supply & Service)                     |
| <input type="checkbox"/>            | Invoice and Receiving Report Combo (FFP Supply)    |
| <input type="checkbox"/>            | Invoice as 2-in-1 (FFP Service Only)               |
| <input checked="" type="checkbox"/> | Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) |
| <input type="checkbox"/>            | Receiving Report (FFP, DD250 Only)                 |

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>27 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

as applicable)

|                         |                    |
|-------------------------|--------------------|
| Issue DODAAC            | <u>N00178</u>      |
| Admin DODAAC            | <u>S2101A</u>      |
| Pay Office DODAAC       | <u>HQ0338</u>      |
| Inspector DODAAC        | <u>N00178</u>      |
| Service Acceptor DODAAC | <u>N00178</u>      |
| Service Approver DODAAC | <u>N00178</u>      |
| Ship To DODAAC          | <u>N00178</u>      |
| DCAA Auditor DODAAC     | <u>HAA391</u>      |
| LPO DODAAC              | <u>N/A</u>         |
| Inspection Location     | <u>DESTINATION</u> |
| Acceptance Location     | <u>DESTINATION</u> |

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

(e) 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. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

|   |
|---|
| Send Additional Email Notification To:                                  |
| <div style="background-color: black; width: 100%; height: 15px;"></div> |
| <div style="background-color: black; width: 100%; height: 15px;"></div> |

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

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

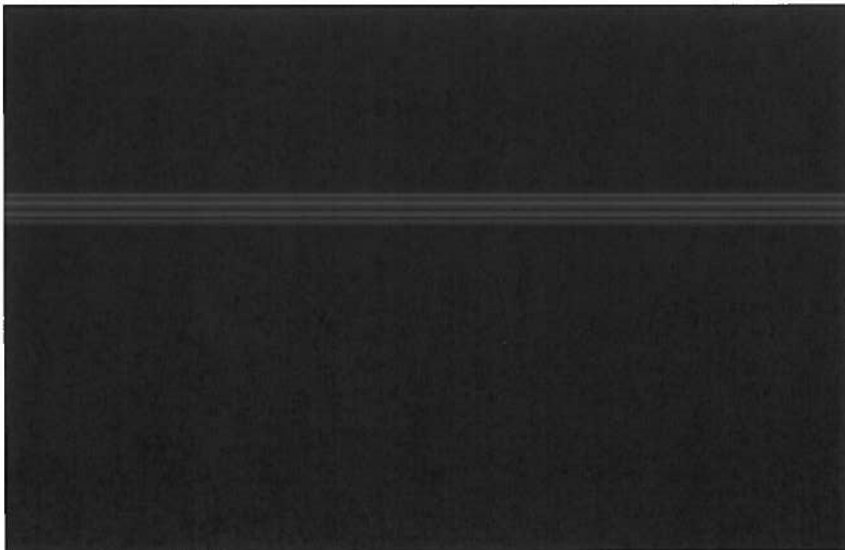
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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>28 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## **EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data



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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>56 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### MANDATORY TASK ORDER REQUIREMENTS

The following mandatory requirements must be met for an offeror to be considered eligible for the order. These requirements must be maintained throughout the life of the order.

Requirement 1 - Security Clearance - The contractor's facility must be cleared at the TOP SECRET level. All technical personnel shall possess a SECRET clearance. At least two (2) of these individuals must possess TOP SECRET clearances for access to certain Government spaces.

### LABOR CATEGORY QUALIFICATION REQUIREMENTS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications.

(a) Experience - The experience levels for each Key Personnel labor category are identified below. These levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

#### (a) PROGRAM MANAGER

It is desired that this individual qualify as a Sr. Software Developer, Sr. GIS Engineer, or Sr. Database Analyst with three years project management experience over a requirement similar in size and technical complexity of this requirement.

#### (b) SOFTWARE DEVELOPER – Qualification areas for Sr. Software Developer and Software Developer:

1. Experience in the area of web and/or desktop application development.
2. Knowledge of XML, ASP, HTML, JavaScript, and/or .NET for web development and Visual Basic, .NET, Java, C++, and/or ArcObjects for desktop development.
3. Experience in software configuration management and experience developing supporting software documentation such as Concept of Operations, System Requirements Specification, Software Requirements Specification, and User's Manual.

#### Sr. SOFTWARE DEVELOPER (WEB OR DESKTOP) – Desired experience:

1. Seven years experience in a combination of the above three qualification areas.
2. Experience using four out of five web development tools or desktop languages/tools listed above, as applicable.
3. Experience in developing or leading development efforts of system-level documentation such as Concept of Operations and System Requirements Specification.

#### SOFTWARE DEVELOPER (WEB OR DESKTOP) – Desired experience:

1. Three years experience in a combination of the above three areas.



|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>57 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

2. Experience using three out of five web development tools or two out of five desktop languages/tools as applicable.
3. Experience developing component-level documentation such as Software Requirements Specification and User's Manual.

(c) GIS ENGINEER –Qualification areas for Sr. GIS Engineer and GIS Engineer.

1. Experience in using ESRI software and an understanding of ArcIMS technology.
2. Understanding of ArcGIS including desktop and server components, license manager, and producing map services to be posted via ArcIMS.
3. Experience in data processing based on geographical standards.
4. Experience in advanced geospatial analysis.
5. Experience in cartographic map production.

SR. GIS ENGINEER – Minimums for application after award.

Six years experience in a combination of the above five areas. This experience shall reflect an emphasis placed on areas three and four.

GIS ENGINEER – Desired experience.

Two years experience in areas one, two, three, and five listed above.

(d) DATABASE ANALYST – Qualification areas for Sr. Database Analyst and Database Analyst. Since all Database Analyst positions are considered to be “growth” positions, qualifications are stated as minimums for application after award.

1. Includes experience in the area of database administration, design, development, extraction, transformation, and loading of data.
2. Knowledge of Oracle, SQL, and/or ArcSDE.
3. Experience in software configuration management and experience developing supporting software documentation such as the Database Design Document and Interface Control Document.

SR. DATABASE ANALYST – Minimums for application after award.

At least seven years experience in a combination of the above three areas including Oracle or SQL, and ArcSDE.

DATABASE ANALYST – Minimums for application after award.

At least three years experience in a combination of the above areas including Oracle or SQL with a working knowledge of ArcSDE.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>58 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(e) INFORMATION ASSURANCE/SYSTEMS SECURITY SPECIALIST qualification areas:

1. Experience in the DOD Information Technology Security Certification and Accreditation Process (DITSCAP) and developing/updating System Security Authorization Agreements (SSAAs).
2. Experience in developing Continuity of Operations Plans (COOP) and/or Disaster Recovery Plans (DRPs).
3. Experience in the Functional Area Management (FAM) approval process to include submitting systems and software applications to the Department of Navy (DON) Applications and Database Management System (DADMS).
4. Experience in information assurance policies and practices.

SR. INFORMATION ASSURANCE/SYSTEMS SECURITY SPECIALIST - (minimums for application after award).

Six years experience in a combination of the above four areas.

(f) CONFIGURATION MANAGEMENT SPECIALIST qualification areas:

1. Experience in Capability Maturity Model (CCM)/Capability Maturity Model Integration (CMMI) standards, Key Process Areas (Quality Assurance, Configuration Management, Project Planning, Project Tracking and Oversight, and Requirements Management), and working with an organization that has achieved CMM/CMMI Level 2.
2. Experience in software lifecycle and test and evaluation processes.
3. Experience in configuration management and requirements management policies.
4. Experience in developing configuration management plans, configuration control board plans, and process improvement plans.

CONFIGURATION MANAGEMENT SPECIALIST - Minimums for application after award.

One year experience focused in one of the above areas and two additional years experience in a combination of the remaining three areas.

(g) JR. SOFTWARE DEVELOPER (WEB OR DESKTOP)/JR. GIS ENGINEER - Minimums for application after award.

Knowledge of a combination of the following areas: Web or Desktop application, as applicable; web development tools or desktop languages/tools, as applicable; software configuration management and supporting software documentation; geographic information systems.

Ddl-H11 CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>59 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

- (1) An explanation of the circumstances necessitating the substitution;
  - (2) A complete resume of the proposed substitute;
  - (3) The hourly rates of the incumbent and the proposed substitute; and
  - (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) 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 Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

#### Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed.

#### Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

- (a) Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/ disapproval on behalf of the Contracting Officer.
- (b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.
- (c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.
- (d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

#### SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications, or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>60 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

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

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

#### SAVINGS INITIATIVES

The following cost savings initiatives were proposed/accepted under this Task Order:

Pass Thru Rate - [REDACTED]

Maximum annual labor escalation - [REDACTED]

Fixed Fee - [REDACTED]

#### NON-DISCLOSURE OF PROTECTED CRITICAL INFRASTRUCTURE INFORMATION

The parties agree to implement the Final Rule promulgating regulations at Title 6 Code of Federal Regulations Section 29 to govern procedures for handling critical infrastructure information. The regulations detailed in the Final Rule, which was effective upon publication pursuant to Section 808 of the Congressional Review Act, were promulgated pursuant to Title II, Section 214 of the Homeland Security Act of 2002, known as the "Critical Infrastructure Information Act of 2002" (CII Act).

The contractor shall not request, obtain, maintain or use Protected Critical Infrastructure Information (PCII) without a prior written certification from the PCII Program Manager or a PCII Officer that conforms to the requirements of Section 29.8(c) of the Final Rule.

The contractor shall comply with all requirements of the PCII Program set out in the CII Act, in the implementing regulations published in the Final Rule, and in the PCII Procedures Manual as they may be amended from time to time, and shall safeguard PCII in accordance with the procedures contained therein.

The Contractor shall ensure that each of its employees, consultants, and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager and agrees that none of its employees, consultants or subcontractors will be given access to PCII without having previously executed an NDA.

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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>61 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION I CONTRACT CLAUSES

### 52.203-16 Preventing Personal Conflicts of Interest (DEC 2011)

(a) Definitions. As used in this clause--

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is--

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

Non-public information means any Government or third-party information that--

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>62 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are--

(i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;

(ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

(iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from--

(i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;

(ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

(iii) Services provided in exchange for honorariums or travel expense reimbursements;

(iv) Research funding or other forms of research support;

(v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

(vi) Real estate investments;

(vii) Patents, copyrights, and other intellectual property interests; or

(viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall--

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>63 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

(i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation--

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>64 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include--

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for--

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall--

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts--

(1) That exceed \$150,000; and



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|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>65 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

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

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the time periods specified in Section B, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This preliminary notice does not commit the Government to an extension.

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

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>66 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

## SECTION J LIST OF ATTACHMENTS

Attachment J.1 Contract Security Classification Specification (DD254)  
Attachment J.2 Task Order Statement of Work  
Attachment J.3 Task Order Manager Appointment Letter (New Appointment Mod 51)  
Attachment J.4 Technical Instruction No. 01 (JFCOM I) (Rev. 1)  
Attachment J.5 Technical Instruction No. 02 (NATTCO II)  
Attachment J.6 Funding ACRN/Technical Project Correlation Table (rev.)(Base thru Option 3)  
Attachment J.7 Technical Instruction No. 03 (FAST-CD)  
Attachment J.8 Technical Instruction No. 04 (POC DATABASE)  
Attachment J.9 Technical Instruction No. 05 (MAD WEBSITE)  
Attachment J.10 Technical Instruction No. 06 (ASD/NII TRITON)  
Attachment J.11 Technical Instruction No. 07 (C/JMTK)  
Attachment J.12 Technical Instruction No. 08 (TRANSCOM)  
Attachment J.13 Alternate Task Order Manager Appointment Letter (New Appointment Mod 51)  
Attachment J.14 Technical Instruction No. 09 (JFCOM II)  
Attachment J.15 Technical Instruction No. 10 (WOLFPACK PLATOON)  
Attachment J.16 Technical Instruction No. 11 (DHS IICS - Option 2)  
Attachment J.17 Technical Instruction No. 12 (DHS IICS - Option 3).  
Attachment J.18 Technical Instruction No. 13 (USACE TRITON)  
Attachment J.19 Technical Instruction No. 14 (NORAD / NORTHCOM)  
Attachment J.20 Technical Instruction No. 15 (TRANSCOM)(Rev.)  
Attachment J.21 Technical Instruction No. 16 (HD-MAP)  
Attachment J.22 Technical Instruction No. 17 (Crisis and Exercise Support to DCIP)  
Attachment J.23 Technical Instruction No. 18 (DHS IICD IICS)  
Attachment J.24 Technical Instruction No. 19 (HD-MAP Web Services)  
Attachment J.25 Technical Instruction No. 20 (MADSS Support)  
Attachment J.26 Technical Instruction No. 21 (SIIMON Block II)  
Attachment J.27 Technical Instruction No. 22 (SIIMON Blk II & IDS POR)  
Attachment J.28 Technical Instruction No. 23 (DCIP Development & WEB Services Support, Rev.1)  
Attachment J.29 Technical Instruction No. 24 (DHS IICD & IICS Support for Option 4)  
Attachment J.30 Technical Instruction No. 26, Rev. 1 (MADSS JCTD Support)  
Attachment J.31 Funding ACRN/Technical Project Correlation Table (Option 4)  
Attachment J.32 Technical Instruction No. 25 (SVC2A Support)  
Attachment J.33 Technical Instruction No. 27, Rev. 1 (USSS Support)  
Attachment J.34 Technical Instruction No. 28 (Development of Web Services for ONI)  
Attachment J.35 Technical Instruction No. 29 (DCIP Data Loading)  
Attachment J.36 Technical Instruction No. 30 (GIS Administration for MAD)  
Attachment J.37 Technical Instruction No. 31 (TRITON Maintenance and Development)  
Attachment J.38 Technical Instruction No. 32 (Crisis and Exercise Support to DCIP)  
Attachment J.39 Technical Instruction No. 33 (Support to PD ALTESS)  
Attachment J.40 Technical Instruction No. 34 (RNOMI Web Services Publication)  
Attachment J.41 Technical Instruction No. 35 (SBINet Software Development)  
Attachment J.42 Technical Instruction No. 37, Rev. 1 (RNOMI Web Service Publication)  
Attachment J.43 Funding ACRN/Technical Project Correlation Table (Option 5)  
Attachment J.44 Technical Instruction No. 36 (Support to DCIP Product Transition Development)  
Attachment J.45 Technical Instruction No. 38 (SBINET Software Development)  
Attachment J.46 Technical Instruction No. 39 (GIS Administration and Support for MAD)  
Attachment J.47 Technical Instruction No. 40 (Support to MADSS JCTD)  
Attachment J.48 Technical Instruction No. 41 (Support to MAD's Information Assurance)  
Attachment J.49 Technical Instruction No. 42 (Support to MAD's Database Administration)  
Attachment J.50 Technical Instruction No. 43 (CAIP-ES)  
Attachment J.51 Technical Instruction No. 44 (Support to MADSS JCTD)  
Attachment J.52 Technical Instruction No. 45 (Support to MAD's GIS Administration)  
Attachment J.53 Technical Instruction No. 46 (Support to SBINet Software Development)  
Attachment J.54 Technical Instruction No. 47 (Support to CAIP-ES Design Enhancement, Development and Maintenance)

|                                  |                            |                                  |                  |       |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO.<br>N00178-05-D-4665 | DELIVERY ORDER NO.<br>0003 | AMENDMENT/MODIFICATION NO.<br>95 | PAGE<br>67 of 67 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

Attachment J.55 COR Appointment Letter  
Attachment J.56 ACOR Appointment Letter  
Attachment J.57 Technical Instruction No. 48 (Support to CJMTK Integration)  
Attachment J.58 Technical Instruction No. 49 (MADSS and GIS Support to Z30)  
Attachment J.59 Technical Instruction No. 50 (Support to NBID software development)  
Attachment J.60 Technical Instruction No. 49, Rev. 01  
Attachment J.61 Technical Instruction No. 50, Rev. 01  
Attachment J.62 Technical Project Correlation Table  
Attachment J.63 Technical Instruction No. 51 - MADSS and GIS Support to Z30  
Attachment J.64 Technical Instruction No. 52 - Support to NBID software development  
Attachment J.65 Revised Technical Instruction No. 51 MADSS and GIS Support to Z30  
Attachment J.66 Revised Technical Instruction No. 52 Support to NBID software development

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