

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE U	PAGE OF PAGES 1 / 5
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2. AMENDMENT/MODIFICATION NO. P00003	3. EFFECTIVE DATE 04/02/2015	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION [REDACTED]	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Zekiah Technologies, Inc. [REDACTED]	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-14-D-8002
	10B. DATED (SEE ITEM 13) 11/19/2013
CAGE CODE 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)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H.8 - Rolling Admissions
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) Company Representative	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary W Byram , Contracting Officer
15B. CONTRACTOR/OFFEROR Signed Electronically (Signature of person authorized to sign)	15C. DATE SIGNED 05/05/2015
	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)
	16C. DATE SIGNED 05/05/2015

Modification Details

PURPOSE: The purpose of this modification is to incorporate the changes associated with the 2014 Rolling Admissions.

Modification:

1. SF33 - ADD in the RATING Block: "To be determined at Task Order Level"
2. UPDATE all clauses to latest revision date as of 31 August 2014.
3. In SECTION G:
 - a. DFARS clause 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS is updated to the May 2013 version. As a result of this update the following changes are made:

b. Replace paragraph (c)(1) to read:

"(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and"

c. Replace paragraph (f) to read:

"(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

* _____.

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

* _____.

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system."

4. In SECTION H:

a. H.5.I(5)J – Ombudsman Description:

In first paragraph – FAR reference change to FAR 16.505(a)(10)(i)(A) and in the fifth paragraph change the FAR reference to FAR 16.505(a)(10)(i)(B).

b. REPLACE H.9 as follows:

H.9 CONTRACTOR RESPONSIBILITY REGARDING PORTAL ACCOUNTS

It is the responsibility of the Contractor to maintain active account(s) in the portal to be able to receive all notices and modifications. Account holders are required to log in to the portal at least once every thirty (30) days or their accounts will become inactive. Inactive accounts do not receive notices from the portal including requests of information, solicitation release notices, award notices, bilateral modification notices and other communications. The portal is the sole method the Government utilizes to correspond with MAC holders so it is imperative that all the respective account holders maintain active accounts.

c. REPLACE the title for H.10.C. Title now reads; “C. Maximum Fee Rate – Applicable to Cost Plus Fixed Fee Orders Only.”

d. In H.18 Seaport Portal Requirements – DELETE “Firefox 2.x (works, visual display/format less ideal)

e. In H.19 Small Business Size Status changing the NAICS size to 38.5 million and added “completed” accounting periods. REPLACE H.19 to incorporate these changes:

H.19 SMALL BUSINESS SIZE STATUS

Small Businesses will be required to re-certify their size status when purchased or merged with another Business. The re-certification shall be submitted once the merger/acquisition has been completed. When a previously categorized Small Business has changed its size status through purchase or affiliation with another business, Small Business preferences will no longer be available to that firm.

NOTE: Due to the “one contract per Company” policy in Seaport e, if the acquiring company also has a Seaport e Prime Contract, one of the Contracts will need to be cancelled/deactivated.

In conjunction with Rolling Admission opportunities addressed in H.8, SeaPort-e prime contractors will have the opportunity to voluntarily re-submit representations and certifications with regard to business size and status to reflect changes that have occurred since their last submission. Examples of circumstances where this might occur include, but are not limited to, a Small Disadvantaged Business receiving 8(a) Program certification; a Small Business receiving HUBZone Certification; a Veteran-owned small business becoming a Service-Disabled Veteran-Owned Small Business; or, a business previously represented as large now meeting the revenue size standard for NAICS 541330 (38.5 million dollars in average annual sales over the past three (3) completed accounting periods).

Please note that the only time that voluntary re-certification will be allowed is when the Rolling Admissions is being conducted.

5. In SECTION I:

a. Update Titles of the following Clauses:

52.204-7 System for Award Management (JUL 2013)

52.204-13 System for Award Management Maintenance (JUL 2013)

52.219-28 Post-Award Small Business Program Rerepresentation (JUL 2013)

52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

52.222-41 Service Contract Act Labor Standards (MAY 2014)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)

52.232-33 Payment by Electronic Funds Transfer – System for Award Management (JUL 2013)

252.204-7004 Alt A System for Award Management (FEB 2014)

b. DELETE the following Clauses by reference:

FAR 52.204-11 American Recovery and Reinvestment Act Reporting Requirements - now Reserved

FAR 52.219-30 Notice of Set-Aside for Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program

DFARS 252.204-7008 Export Controlled Items (APR 2010) – now Reserved

c. ADD the following Clauses by Reference:

52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014)

52.219-9 Small Business Subcontracting (Deviation 2013-O0014)(AUG 2013)

52.219-25 Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (JUL 2013)

52.232-39 Unenforceability of Unauthorized Obligations (JUN 2013)

252.225-7048 Export-Controlled Items (JUN 2013)

252.246-7001 Warranty of Data-Alternate I (MAR 2014)

252.246-7001 Warranty of Data-Alternate II (MAR 2014)

d. ADD FAR Clauses 52.222-99 and FAR 52.232-40 in Full Text:

52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

6. All other terms and conditions remain unchanged and in full effect.