

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
04

3. EFFECTIVE DATE
16-May-2016

4. REQUISITION/PURCHASE REQ. NO.
n/a

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE S2404A

NAVSUP FLC Norfolk, Detachment Philadelphia
700 Robbins Avenue, Bldg. 2B
Philadelphia PA 19111-5083
karen.morris@navy.mil 215-697-9612

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

BICALLIS, LLC
3031 Darnley Drive
Richmond VA 23235

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-10-D-5918-EX01

10B. DATED (SEE ITEM 13)

13-Apr-2015

CAGE CODE 5U5Q9

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.
-
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Kenneth Bullock, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Kenneth Bullock

(Signature of Contracting Officer)

16-May-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

The purpose of this modification is to correct the ACRN on item 7001. Accordingly, said Task Order is modified as follows: 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:

7001 :

From: AA 1761804 60CA 251 68948 068892 2D CCS002 689486CS760Q

To: AB 1761804 60CA 251 68948 068892 2D CCS002 689486CS760Q

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [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
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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
7000	R425	Base year labor - Classification Analyst Support (O&MN,N)	1.0	LO	██████████	██████████	██████████
700001	R425	Funding applied to labor (O&MN,N)					
7001	R425	Option Period 1 - Classification Analyst Support (O&MN,N)	1.0	LO	██████████	██████████	██████████
7002	R425	Option Period 2 - Classification Analyst Support (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7003	R425	Option Period 3 - Classification Analyst Support (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7004	R425	Option Period 4 - Classification Analyst Support (O&MN,N) Option	1.0	LO	██████████	██████████	██████████

DATA LINE ITEM (NOT SEPARATELY PRICED)(FISC DET PHILA)(OCT 1992)

Contractor data to be furnished in accordance with DD Form 1423, which will be attached to individual task orders issued under this contract..

LEVEL OF EFFORT (COST TYPE CONTRACT)(FISC DET PHILA)(JUN 1995)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 month thereafter is based upon 1,000 estimated manhours of direct labor. If all options are exercised by the Government, the level of effort for the performance of this contract will be increased by an additional 2,800 estimated manhours of direct labor, for a total level of effort of 3,800 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

	BASE	OPTION I	OPTION II	OPTION III	OPTION IV
Classification Analyst II	██████ hours	██████ hours	██████ hours	██████ hours	██████ hours

(c) The Estimated Total Hours include subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any Personnel Resource Band may be utilized by the contractor for any other Band if necessary in performance of the

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contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours.

Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

LEVEL OF EFFORT - DELIVERY/TASK ORDER PERFORMANCE (FISC DET PHILA) (OCT 1992)

It is understood and agreed that the number of hours and the total dollar amount for each labor Personnel Resource Band specified in any task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any Band which may be required and provided for under an individual task order. Accordingly, in the performance of any task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within Bands specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (FISC DET PHILA) (OCT 1992)

The fixed fee for work performed under this contract is \$ ___*___ provided that approximately ___**___ hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than ___*___ hours of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$ ___***___ per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the

Government by the Contractor, or otherwise credited to the Government at the time of final payment.

___*___ ___**___ ___***___

BASE, Lot I

OPTION I, Lot II

OPTION II, Lot III

COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME) (FISC DET PHILA) (OCT 1992)

Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled

"Evaluation Criteria and the Basis for Award." If an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and the Section B clause entitled "Identification of Ratios" will apply during the performance of any resultant contract.

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IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) Definitions.

As used in this provision-

“Uncompensated overtime” means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

“Uncompensated overtime rate” is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ($\20×40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

IDENTIFICATION OF RATIOS (FISC DET PHILA)(OCT 1992)

(a) If an offeror decides to include Uncompensated Overtime in their proposal, he shall complete the table which appears below.

The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and additional personnel) approved to work within a particular labor category for the duration of the contract period.

(b) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.

(c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort.

Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

TABLE TO BE COMPLETED BY OFFEROR

Labor Category *Base Hourly Per Week Hours Proposed Per Week **Ratio ***Proposed Rate Adjusted for Uncompensated Overtime

*Base Hourly Rate - that is unadjusted for the effect of uncompensated overtime.

**Ratio - the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio)

***Proposed Rate Adjusted for Uncompensated Overtime = Base Hourly Rate X Ratio (e.g., $\$10.00 \times 80\% = \8.00)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

CLASSIFICATION ANALYTICAL SUPPORT

1.0 TITLE: Classification Analyst Support

2.0 PERIOD OF PERFORMANCE: 60 Months (Base year with 4 option periods)

3.0 POINTS OF CONTACT:

3.1 Project Sponsor (PS): Naval Warfare Development Command (NWDC)

3.2 Contracting Officer's Representative (COR): Frank J. Sailes

3.3 NWDC Action Officer (AO): Debra Bell, NWDC ADMIN Officer

4.0 PLACE OF PERFORMANCE:

The primary place of performance will be at Headquarters (HQ), Navy Warfare Development Command, Naval Base, Norfolk, VA 23511

5.0 BACKGROUND:

The Navy Warfare Development Command requires the assistance of a contractor Classification Analysts to review, evaluate and develop Personnel Position Descriptions (PD) within the Navy Warfare Development Command. The Contractor will be responsible to evaluate and develop numerous newly created civilian Personnel Position Descriptions (PDs) requirements which supports the command's Civil Service growth as well as to support CNO's In-Sourcing Initiative, and to assist NWDC staff in creating effective PDs that are adequate to define and identify the work required, or to assist in correcting/updating existing PDs that are no longer adequate for position classification.

6.0 SPECIFIC TASK DESCRIPTION:

TASK 1: The contractor shall provide Subject Matter Expertise (SME) support in the area of PD preparation to include the following:

- A. Assist in the preparation of PDs for a variety of position types, to include trainee/entry level, developmental and supervisory work leader positions.
- B. Obtain factor level criteria from appropriate government supervisors.
- C. Provide SME support to ensure PDs accurately reflect position requirements, criteria and program needs.
- D. Ensure conformance with all applicable laws and regulations governing the classification of work in the federal service to include legal standards published by the Office of Personnel Management (OPM) and Title 5, U.S. code, the Federal Labor Standards Act.
- E. Assist the Administration Officer in correction and revision of existing PDs.
- F. Make recommendations on position management.
- G. Ensure there is no overlap or fragmentation of duties in developed PDs.

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TASK 2: Monthly Progress and Financial Reports:

The contractor shall provide electronic monthly progress and financial reports (combined into one document) to Contracting Officers Representative (COR) and NWDC's Action Officer (AO). This consolidated report will be submitted within 10 days of the end of the affected month.

A. The progress report shall detail:

- Significant accomplishments
- Anticipated problems (identify Government Furnished Material (GFM) or guidance/clarification needed), changes, remarks)
- Deliverable status (highlight, in particular, any anticipated delay in future deliverables)
- Work plans for next month

B. The monthly financial report will be forwarded with the progress report in the following format:

- Expenditures for Reporting Period (clearly called out)
- Total Expenditures to Date
- Funds Remaining
- Labor Hours Expended By Labor Category
- All Travel (for reporting period and cumulative)

B1. Man-Hour Status Chart (cumulative labor hours vs. contract months; planned totals and actual totals)

B2. Funding Status Chart (cumulative costs vs. contract months; planned totals and actual totals)

C. Submission of invoices by the contractor shall be done on not more than a monthly basis, to include a complete breakdown identifying personnel and hours worked and unused hours remaining. There will be a lapse of no more than thirty (30) days between performance and submission of invoices.

Deliverable 1: As required, the Contractor shall prepare PDs submitted by Command Departments when the work is accurately defined and described but a formal PD has not been created. Contractor will assist in the preparation of the evaluation statement for the PD that is created.

Deliverable 2: As required, the Contractor will support in identifying work required to correct or update existing PDs and provide applicable evaluation statements.

Deliverable 3: Monthly progress and financial report within 10 days of the end of the affected month.

7.0 PERIOD OF PERFORMANCE:

12 Months from Date of Award with four (twelve month) option periods.

8.0 ORGANIZATIONAL CONFLICT OF INTEREST:

If, under this contract, the Contractor gains access to proprietary or business sensitive

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information of other companies, the Contractor agrees to protect this information from unauthorized use or disclosure and to refrain from using the information for any purpose other than that for which it was furnished. Contractor employees may be requested to sign a non-disclosure certificate.

9.0 ESTIMATED LEVEL OF EFFORT:

The estimated level of effort for this requirement is as follows:

Labor Category: Hours:

Classification Analysts II ██████████

10.0 PERSONNEL QUALIFICATION REQUIREMENTS:

Personnel assigned to this task must have a minimum of 3 years' experience working directly with OPM guidelines developing Classification and Qualifications for General Schedule Positions. The contractor shall possess skills and recent experience that demonstrates an ability to provide quality service, support and execution in applying, the extensive body of HR rules, procedures, and operations concerning position classification sufficient to: assist staff making classification determinations by interviewing supervisors to determine that content of job requirements meet the standards of a required position number; review competitive levels for discrepancies and adequacy of justifications; rewrite justifications for review by staff making classification determinations; assist staff making classification determinations by identifying classification criteria in standards and locate and retrieve classification information from other agencies or OPM using the Internet. The contractor shall have demonstrated the ability to write in a crisp, concise manner.

11.0 CONTRACTOR/GOVERNMENT INTERFACE:

The contractor should liaison directly with NWDC's Action Officer (AO) and Contracting Officers Representative (COR) regarding content questions. NWDC will supervise all aspects of contract compensation. The Government shall not supervise or otherwise direct contractor employees. The contractor shall not supervise or otherwise direct Government employees.

12.0 SECURITY REQUIREMENTS:

Security Classification for this delivery order is SECRET. All key technical personnel performing these tasks must be cleared at this level. Request for visit authorization will be submitted in accordance with Department of Defense (DOD) 5220.22M National Industrial Security Program Operating Manual (NISPOM) not later than one week prior to visit. A DD Form 254, Department of Defense Contract Security Classification Specification, will be provided at the time of award.

13.0 OPERATIONS SECURITY:

The contractor shall be aware of and compliant with NWDC instructions concerning operations security (OPSEC). OPSEC is a process of identifying critical information and subsequently analyzing friendly actions attendant to defense acquisition, defense activities, military operations and other activities to:

- Identify those actions that may be observed by adversary intelligence systems.
- Determine what indicators hostile intelligence systems may obtain that could be interpreted or

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pieced together to derive critical information in time to be useful to adversaries.

The contractor shall select and execute measures that eliminate or reduce to an acceptable level the vulnerabilities of friendly actions to adversary exploitation.

14.0 PRIVACY ACT & PERSONALLY IDENTIFIABLE INFORMATION (PII) CONSIDERATIONS:

The contractor shall be aware of and compliant with NWDC instructions concerning Personally Identifiable Information (PII) and the Privacy Act (5 USC 552a) as it applies to Federal government contractors who access or operate systems of records containing Personally Identifiable Information PII. PII is any information that can be used to distinguish or trace an individual's identity. Examples include but are not limited to: Name, Social Security number (SSN), date of birth, home address, home phone number, personal e-mail address, financial information, fingerprints, photograph, medical information, and civilian National Security Personnel System (NSPS) data.

15.0 TRAVEL REQUIREMENTS:

NONE

16.0 GOVERNMENT FURNISHED MATERIAL:

While performing work at the Navy Warfare Development Command, Naval Base Norfolk VA, the contractor will be provided office space to include a desk or cubicle. The contractor will be provided access to a Non-Secure Internet Protocol Router Network (NIPRNET) computer, printer, facsimile machine, copy machine, and local/ Defense Switched Network (DSN) telephone access on a temporary and not-to-interfere basis with existing services. All provided databases will remain property of the U.S. Navy. In no way should the contractor retain any government furnished equipment or materials without approval from the COR.

17.0 DATA DELIVERABLES:

All deliverables, as identified in paragraph 6.0, will be provided to NWDC's Action Officer (AO). Deliverables may be submitted electronically in the standard format, provided it is in conformance with and meets all criteria normally followed and procedures utilized by contractor standard business practices.

18.0 QUALITY ASSURANCE PLAN:

The government will conduct quality surveillance via various methods including formal and informal meetings, review of analytical reports, monthly progress reports, and deliverables. Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness, and cost. Technical quality will be evaluated against the performance standards defined in the individual task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage the negotiated costs.

This PWS, in paragraph 6.0, specifies each task to be performed along with the required deliverables. The Contracting Officers Representative (COR) with the assistance of the NWDC Action Officer (AO), will measure and evaluate the contractor's performance of this PWS in terms of the following:

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Element	Performance Task	Metrics
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	100% inspection of all contract deliverables by the COR; Acceptable level is >95% of deliverables submitted timely and without rework required
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Annual Assessment by the COR; Acceptable level is all performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate	Monthly review & acceptance of the invoice; Acceptable level is 100% accuracy

19.0 OTHER CONDITIONS AND REQUIREMENTS:

Contractors shall fully review and comply with Commander, U.S. Fleet Forces Command (COMUSFLTFORCOM)/Commander, United States Pacific Fleet (COMPACFLT) instruction 6320.3B and supporting references. These documents establish Fleet policy concerning medical screening of contractors, and the provision of medical and dental care to contractors, who embark on United States (U.S.) Navy ships when the vessel is afloat and away from shore for periods of time greater than 24 hours. All contractors shall complete the required medical and dental screening form and submit the form to the ship's Senior Medical Department Representative (SMDR) or Senior Medical Officer (SMO) prior to boarding. For contractors who embark frequently, the screening form may be retained by the contractor at the end of a voyage and resubmitted for subsequent embarkations for up to 12 months if there are no intervening changes to the contractor's medical and dental history.

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Exhibit A.

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SECTION E INSPECTION AND ACCEPTANCE

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

(End of clause)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	4/13/2015 - 4/12/2016
7001	4/13/2016 - 4/12/2017

CLIN - DELIVERIES OR PERFORMANCE

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

7000	4/13/2015 - 4/12/2016
7001	4/13/2016 - 4/12/2017

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

7002	4/13/2017 - 4/12/2018
7003	4/13/2018 - 4/12/2019
7004	4/13/2019 - 4/12/2020

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
TBD

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at

<https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration

available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be

accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

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

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

COST VOUCHER_____

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

N68948_____

(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.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC - HQ0338

Issue By DoDAAC - N00189

Admin DoDAAC - N00189

Inspect By DoDAAC - N/A

Ship To Code - N68948

Ship From Code - N/A

Mark For Code - N/A

Service Approver (DoDAAC) - N/A

Service Acceptor (DoDAAC) - N68948

Accept at Other DoDAAC - N/A

LPO DoDAAC - N68948

DCAA Auditor DoDAAC - HAA210

Other DoDAAC(s)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

frank.sailes@navy.mil_____

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(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable _____

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(3) The contractor shall submit a hardcopy invoice to the COR, and if identified at the task order level a hardcopy invoice shall also be submitted to the Technical Assistant (TA).

(End of clause)

ADD'L SECTION G PROV/CLAUSES

PAYMENT INSTRUCTIONS

252.204-0002 Line Item Specific: Sequential ACRN Order (SEP 2009)

The payment office shall 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.

(End of clause)

NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (SUP 5252.227-9401)(JAN 1992)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) In the event that the Contractor violates export laws, the Contractor, its employees, officials or agents are subject to:

(1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

(d) The Contractor shall insert paragraphs (a), (b) and (c) of this clause in any subcontract awarded under this contract.

(End of Provision)

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QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (SUP
5252.227-9402)(JAN 1992)

(a) By Department of Defense (DoD) Directive 5230.25 (hereinafter referred to as “the Directive”), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A “Qualified U.S. Contractor” is a private individual or enterprise (hereinafter described as a “U.S. Contractor”) that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export- controlled technical data on behalf of the U.S. Contractor

is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S. Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export- controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DoD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 (attached hereto) to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under Section 125.12 of the International Traffic in Arms Regulations and sections

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379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

(End of Provision)

NON-DISCLOSURE AND NON-USE OF DATA

(a) Data

All data (including but not limited to Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors shall restrict access to data obtained, received, or learned as a result of performance of this contract to the minimum number of Contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements shall be involved in direct performance of this contract. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or learns data as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Data" clause.

(b) Non-Disclosure of Data

The Contractor and its personnel and subcontractors shall disclose data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such data except as specifically permitted herein.

(c) Non-Use of Data

The Contractor and its personnel and subcontractors shall use data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

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Before any of the Contractor's personnel becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(1) He/she shall disclose data obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract.

(2) He/she shall not disclose data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(3) He/she shall use data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(4) He/she shall not use or consider data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the data provided by the entity.

(e) Requirement to Disclose Data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of data.

(f) Exception

This "Non-Disclosure and Non-Use of Data" clause does not apply to data which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data" clause is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default.

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer.

COMMUNICATIONS

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

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

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

NAVSUP Fleet Logistics Center Norfolk, Contracting Department, Philadelphia Office
700 Robbins Ave., Bldg. 2B
Philadelphia, PA. 19111-5083
(215) 697-9632

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security that will be required under this contract is Top Secret as designated on DD Form 254 attached hereto and made a part hereof.

FILL-IN: The offeror shall indicate the name, address and telephone number of the cognizant security office;

Accounting Data

SLINID	PR Number	Amount
700001	N6894815RC7C005	██████████
LLA :		
AA 1751804	60CA 251 68948 068892 2D C7C005	6894857C760Q

BASE Funding ██████████

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Cumulative Funding [REDACTED]

MOD 01 Funding 0.00

Cumulative Funding [REDACTED]

MOD 02 Funding 0.00

Cumulative Funding [REDACTED]

MOD 03

7001 N6894816RCCS002 [REDACTED]

LLA :

AA 1761804 60CA 251 68948 068892 2D CCS002 689486CS760Q

MOD 03 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 04 Funding [REDACTED]

Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

COST LIMITATION CEILINGS ON INDIRECT RATES (FISC DET PHILA) (OCT 1992)

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable. (End of Provision)

LIABILITY INSURANCE (COST TYPE CONTRACTS) (FISC DET PHILA) (OCT 1992)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

LIABILITY, AUTOMOBILE AND WORKMAN'S COMPENSATION INSURANCE (FISC DET PHILA) (OCT 1992) – Applicable to firm-fixed priced orders only

The following types of insurance are required in accordance with the clause entitled "INSURANCE-WORK ON A

GOVERNMENT INSTALLATION" (FAR 52.228-5) and shall be maintained in the minimum amounts shown:

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

PREDETERMINATION OF RIGHTS IN TECHNICAL DATA (FISC DET PHILA) (OCT 1992)

(a) The offeror is requested to identify in his proposal which of the below listed data (including data to be furnished in whole or in part by a subcontractor) when delivered, he intends to identify as limited rights data in accordance with paragraph (b) of the "Rights in Technical Data and Computer Software" clause of this solicitation. This identification need not be made as to data, which relate to standard commercial items, which are manufactured by more than one source of supply.

(b) Limited rights data may be identified as such, pursuant to (a) above only if it pertains to items, components or processes developed at private expense. Nevertheless, it cannot be so identified if it comes within paragraph (b)(1) of the "Rights in Technical Data and Computer Software" clause. At the request of the Contracting Officer or his representative, the offeror agrees to furnish clear and convincing evidence that the data, which will be so identified comes within the definition of limited rights data.

(c) The listing of a data item in paragraph (a) above does not mean that the Government considers such item to come within the definition of limited rights data.

(d) If completion of predetermination proves impracticable before award, the Contractor shall promptly complete the identification of limited rights with respect to that data listed in the solicitation for which predetermination was proposed. If contractual requirements relating to design or data items are changed during the course of a contract, the Contractor shall promptly identify

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limited rights data relating to the changed requirements.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Frank Sailes, NWDC _____
NAME CODE

frank.sailes@navy.mil _____

757-341-4371 _____
TELEPHONE NUMBER

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

NAME CODE

MAIL ADDRESS

TELEPHONE NUMBER

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

CONTRACT ADMINISTRATION PLAN (CAP) FOR COST TYPE, INDEFINITE DELIVERY CONTRACTS & TASK ORDERS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document.

The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.

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- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.

4. The paying office is responsible for making payment of proper invoices after acceptance is documented.

5. The Ordering Officer is responsible for:

- a. Requesting, obtaining and evaluating proposals for orders to be issued.
- b. Determining that the price/estimated cost of the order is fair and reasonable for the effort proposed.
- c. Obligating the funds by issuance of the delivery order.
- d. Authorizing the contractor to begin performance.
- e. Providing subcontract approval.
- f. Monitoring direct costs on orders issued.

NOTE: The PCO and the Ordering Officer may be the same individual, but in no case shall the COR perform the duties of the Ordering Officer.

6. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations

/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract or order. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and

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timely action to alert the contractor and the PCO to the situation. When contract performance is taking place at a government location, the

COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts with the CAO designated in the contract.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the PCO any difficulties perceived in this area. The COR is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or personal observations of the COR.

(5) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The COR shall notify DCAA when questioned costs have been resolved with the contractor.

The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) Upon completion of all services under the contract, the COR shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of performance. The COR shall ensure that the voucher is clearly marked as a "Final Voucher."

d. Contract Modifications/Orders Under Indefinite Delivery Contracts.

(1) The COR is responsible for developing the statement of work for tasking orders, change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Ordering Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations to the authorized Ordering Officer, as appropriate.

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(3) The COR may interface with the contractor to obtain necessary information to assist in his/her development of the task statements, but the contractor shall not develop the task.

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where delivery orders are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

7. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

b. Review contract/delivery order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract/delivery order in accordance with the format and procedures prescribed by the COR.

d. Identify contract noncompliance with reporting requirements to the COR.

e. Evaluate the contractor's proposals for specific delivery orders and identify, for the COR, any potential problems, areas of concern, or issues to be discussed during negotiations.

f. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

g. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.

h. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

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i. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.
(End of clause)

5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (Jan 1992)

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

_____ inclusive of fee. It is estimated that these funds will cover the cost of performance through

_____. Subject to the provisions of the clause entitled "Limitation of Funds" FAR

52.232-22 of the

General Provisions of this contract, no legal liability on the part of the Government for payment in excess of

_____ shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(End of Clause)

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SECTION I CONTRACT CLAUSES

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The 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.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

STANDARD OF WORKMANSHIP

REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(End of Provision)

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SECTION J LIST OF ATTACHMENTS

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