

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES	
	J	1	2

2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 04-Nov-2013	4. REQUISITION/PURCHASE REQ. NO. N4703913RCD7037	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S1403A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392
darryl.richardson@navy.mil 757-443-1361

DCMA TACTICAL WHEELED VEHICLES CHICAGO
1523 WEST CENTRAL ROAD, BLDG. 203
ARLINGTON HEIGHTS IL 60005-2451

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 1000 Burr Ridge Parkway, Suite 202 Burr Ridge IL 60527	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-FK01
	10B. DATED (SEE ITEM 13) 28-Sep-2012
CAGE CODE 3UWB7	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.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.243-1 Changes - Fixed Price, Alternate I

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) Anita M. Wray, Lead Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur A Hildebrandt, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Anita M. Wray (Signature of person authorized to sign)	15C. DATE SIGNED 07-Nov-2013	16B. UNITED STATES OF AMERICA BY /s/Arthur A Hildebrandt (Signature of Contracting Officer)	16C. DATE SIGNED 07-Nov-2013

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. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to execute an task order price adjustment as a result of the DoN furlough period of 8 July 2013 through 17 August 2013. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

TOTAL INVOICING VALUE SHALL NOT EXCEED \$753,843.98.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$771,362.09 by \$17,518.07 to \$753,844.02.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
500003	O&MN,N	71,775.68	(15,029.16)	56,746.52
500103	O&MN,N	66,585.70	(1,146.40)	65,439.30
6000	O&MN,N	1,342.51	(1,342.51)	0.00

The total value of the order is hereby decreased from \$771,362.09 by \$17,518.07 to \$753,844.02.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
5000	543,446.88	(15,029.16)	528,417.72
5001	226,572.70	(1,146.40)	225,426.30
6000	1,342.51	(1,342.51)	0.00

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 1 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
-----	---	-----	----	----	-----	-----
5000	R408	Subject Matter Expert support services for ship acquisition plans, procurement objectives, and program development in accordance with PWS subsections 2.1.1.2, 2.1.1.3, 2.1.1.4, 3.1.2, 3.1.3, 3.1.4, 3.1.5, and 3.1.6. (O&MN,N)				\$528,417.72
500001	R408	(O&MN,N)				
500002	R408	(O&MN,N)				
500003	R408	Incremental Funding (O&MN,N)				
5001	R408	Subject Matter Expert support services for Navy weapons requirements processes and procurement plans in accordance with PWS subsections 2.1.1.1 and 3.1.1. (O&MN,N)				\$225,426.30
500101	R408	For Accounting Purposes Only. Incremental Funding. (O&MN,N)				
500102	R408	For Accounting Purposes Only. Incremental Funding. (O&MN,N)				
500103	R408	For Accounting				

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 2 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Purposes Only.
Incremental
Funding. (O&MN,N)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6000	R408	Travel in accordance with Joint Travel Regulation (JTR). (O&MN,N)	1.0	LO	\$0.00

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 3 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PROGRAM MANAGEMENT/PROJECT MANAGEMENT SERVICES PERFORMANCE WORK STATEMENT

Department of the Navy, Chief of Naval Operations (OPNAV) Warfare Integration N9I

1. INTRODUCTION

OPNAV is procuring program management/project management services in support of Warfare Integration, N9I.

1.1 Background

The Principal Assistant and Appropriations Manager, Shipbuilding and Conversion is located in the Warfare Intergration Division (N9I). The mission and function of the Division is to integrate war fighting goals and objectives into the battle force requirements development process to enhance war fighting capabilities for all warfare disciplines affordably. the scope of work for the Shipbuilding Conversion Navy (SCN) Manager involves analyzing, planning, scheduling, and coordinating the sequence and timing of actions in all phases of programming for the Department of Navy for shipbuilding programs.

The SCN Manager is responsible for advising the Director, Warfare Integration on all matters pertaining to ship acquisition, programming and budgeting to include leading a collaborative process to assess advanced concepts and force architectures in order to evolve the requirements for recapitalization of the Navy's future ship force structure.

1.2 Scope

The work will include providing Subject Matter Expert support on ship acquisition plans, procurement objectives, and program development. Assist with the development of long and short-range program plans and strategies, goals and priorities, based on the current Strategic Planning Guidance and Navy vision statements in support next generation shipbuilding. Utilizing the Force Acquisition and Inventory Model to assist in (1) the development of the long range shipbuilding plan, (2) exploration of the trade space in a long range shipbuilding plan and (3) comparison of alternative plans. It will also include providing analysis support for N9Is resource sponsors in the program budget review process and development of the Integrated Sponsor Program Proposal (ISPP) supporting Guidance for the Development of the Force (GDF), the Quadrennial Defense Review (QDR), the Maritime Strategy, the Naval Operational Concept (NOC), and the Navy Force Structure Assessment (FSA).

It will also include Subject Matter Expert support for Navy weapons requirements processes and procurement plans. This will involve participation in the weapons requirements review; analyzing N9Is resource sponsor inputs and reviewing and analyzing weapons capabilities and capacities while providing assessments to leadership. Provide supporting analysis of weapons portfolio investment plans and monitor OSD-led weapons analytical efforts while assessing impact to N9 weapons program equities.

2. GENERAL REQUIREMENTS

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 4 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

2.1 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

2.1.1 The contractor shall provide the necessary resources and infrastructure to manage, perform and administer the contract and should have knowledge of all phases of the federal budget process and the Planning, Programming, and Budgeting System (PPBS) in the Department of Defense. This includes expert knowledge of the Congressional budget process and strategies of budget presentation, including Congressional review of Department of the Navy budget and authorization. The contractor must be knowledgeable of the Program Objective Memorandum (POM), budget apportionment and other documentation in support of ship recapitalization in the RDT&EN (Research, Development, Test and Evaluation), SCN (Shipbuilding and Conversion), OPN (Other Procurement), and NDSF (National Defense Sealift Fund) appropriations. Knowledge of and practical experience with PPBS and the POM/PR process is required. The contractor will provide the resource sponsors with the means to develop the critical groundwork required to support the determination of naval war fighting capabilities and force structure needed to support JROC/JCIDS requirements validation process and inform POM programming decisions. The contractor will manage tasks and actions with key personnel within DoN, DoD, major claimants, fleet Commanders, TYCOMS, SYSCOMS, and internal organizations. Contacts with these key personnel are usually in formal briefings, conferences, fact-finding investigations, and other planned meetings. The contractor shall be responsible for providing personnel with expertise in the following areas in accordance with IDIQ Contract, Labor Category Position Description/Personnel Qualification:

2.1.1.1 LRSS Subject Matter Expert (SME) (1) - Education and Experience at a minimum

Education: A bachelor's or master's degree in mathematics, statistics, or a business or management discipline such as business administration, accounting, finance, economics, or management information technology and experience performing the foregoing functions.

General Experience: Minimum of ten (10) years of experience in the operational and mission area under consideration. Experience includes planning and performing, the day-to-day operational functions associated with the mission.

Specialized Experience: Minimum of ten (10) years of hands-on experience in performing operational functions, including assessing threats and developing plans to meet those challenges.

2.1.1.2 Senior Management Analyst Subject Matter Expert (SME) (1) - Education and Experience at a Minimum

Education: A bachelor's or master's degree in mathematics, statistics, or a business or management discipline such as business administration, accounting, finance, economics, or management information technology.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 5 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

General Experience: Minimum of ten (10) years of experience in the operational and mission area under consideration. Experience includes planning and performing, the day-to-day operational functions associated with the mission.

Specialized Experience: Minimum of ten (10) years of hands-on experience in performing operational functions, including assessing threats and developing plans to meet those challenges.

2.1.1.3 LRSS FAIM Analyst - Education and Experience at a Minimum

Education: A bachelor's or master's degree in mathematics, statistics, or a business or management discipline such as business administration, accounting, finance, economics, or management information technology.

General Experience: Minimum of five (5) years of experience in the operational and mission area under consideration. Experience includes planning and performing, the day-to-day operational functions associated with the Force Acquisition and Inventory Model.

Specialized Experience: Minimum of five (5) years of hands-on experience in performing FAIM operational functions.

2.2 Location and Hours of Work

Hours of Operation/Principle Place of Performance. Work in support of this PWS shall be primarily performed at the contractor facility. Work will also be performed at the Pentagon. Occasional visits to stakeholder facilities may be required. The contractor shall conform to the normal 40-hour work schedule. The contract must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this task order.

2.3 Travel / Temporary Duty (TDY)

Government Directed Travel. Actual travel expenses are limited by the Joint Travel Regulations (JTR) and must be pre-approved by the Technical Point of Contact (TPOC). The Government will give the contractor three-business days written notice, prior to travel. Estimates of travel costs that are proposed must be reviewed/approved by the TPOC. A "not to exceed" amount will be included as a line item to be used on a cost-reimbursable basis.

3. PERFORMANCE REQUIREMENTS

3.1 Basic Requirements: The contractor shall perform the following tasks and produce the following products in support of this order.

3.1.1 The contractor shall provide analysis expertise and liaison services for Navy weapons requirements process and procurement plans.

3.1.1.1 Participate in the annual N81-led Navy weapons requirements review. Analyze resultant N9 sponsor inputs. Provide consolidated response.

3.1.1.2 Review and analyze weapons capabilities and capacities against established requirements; provide assessment to leadership.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 6 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.1.1.3 Provide supporting analysis on weapons portfolio investment plans.

3.1.1.4 Provide periodic updates to the N9 weapons procurement plan as the budget transitions through the annual review cycle.

3.1.1.5 Monitor OSD-led weapons analytical efforts, assess impact to N9 weapons program equities.

CDRL N001 – Weapons Requirements Processes Documentation

3.1.2 The contractor will provide financial management support to the SCN Manager. The contractor must have expertise utilizing the Force Acquisition and Inventory Model (FAIM), Microsoft Excel and PowerPoint to present information into a briefing format that will be provided to high-ranking Department of the Navy and Department of Defense personnel. Specific areas of support include but not limited to the following:

3.1.2.1 Assist the SCN Manager with excursions, forecasting, and the overall evaluation of shipbuilding plan alternatives through FAIM. Produce budget waterfalls and shipbuilding slash plans.

3.1.2.2 Interface as directed, with OPNAV Staff, FMB, ASN RDA, Program Executive Offices and others to collect, assess, analyze, interpret, and collate POM, PR, and other budget data and justification to support shipbuilding programs.

3.1.2.3 Assist in the preparation, review, and defense of the annual SCN Review including a detailed re-evaluation of budgetary cost estimates and Estimates at Completion (EACs).

3.1.2.4 Provide analysis support for N9I resource sponsors (N95, N96, N97, N98) in the program budget review process and development of the Integrated Sponsor Program Proposal (ISPP) supporting the Guidance for the Development of the Force (GDF), the Quadrennial Defense Review (QDR), the Maritime Strategy, the Naval Operational Concept (NOC), and the Navy Force Structure Assessment (FSA).

3.1.2.5 Monitor and report the impact of reprogramming actions on shipbuilding program requirements and cost-to-complete categories.

3.1.2.6 Coordinate and provide responses and/or information to various ad hoc requests requiring quick turn-around. Analyze the credibility of planning estimates through comparative analysis as a qualification.

3.1.2.7 Provide recommendations and initiatives aimed at overall cost reduction including but not limited to cost benefit analyses, cost avoidance, and alternative funding options.

3.1.2.8 Participate in briefings and meetings and prepare minutes, briefing materials, program metrics, and viewgraphs in support of shipbuilding programs and technical discussions. Maintain a library of historical program briefings and briefing materials.

3.1.2.9 Prepare draft spreadsheets, reports, and conduct analysis for short and long-range budget requirements. Prepare PowerPoint presentations to reflect analysis.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 7 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.1.2.10 Maintain a library of all shipbuilding programs DAES, SARS, President Budget Exhibits to support FMB, OSD, and President's Budget submittals and other pertinent information as required.

3.1.2.11 Analyze and provide background support for executive summaries for the Congressional Research Services (CRS), Congressional Budget Office (CBO), and the Government Accounting Office (GAO)

CDRL N002 – LRSS Analytical Support Documentation

3.1.3 The contractor will provide legislative and program support to the SCN Manager including but not limited to the following:

3.1.3.1 Research and analyze congressional staff or other reports as it relates to shipbuilding programs and provide written summaries and budget analysis.

3.1.3.2 Track the status of shipbuilding programs through the congressional budget process and monitor emerging congressional issues, which have potential to impact shipbuilding programs.

3.1.3.3 Analyze and provide background support for responses to congressionally related internal Department of Defense and Department of the Navy requests in preparation for interaction with Congress (i.e., Questions for the Record (QFR), Request for Information (RFI), Hearing Prep Papers (HPPs), Request for Briefs (RFBs), Reports to Congress (RTCs), and Information Requests (IFRs)).

3.1.3.4 Provide information on relevant news articles regarding shipbuilding and inactive ship programs and provide written summaries daily or as required.

3.1.3.5 Research and draft technically based briefing point papers, critical issues papers and strategic concept documents tailored for a general or specific audience.

3.1.3.6 Provide critical research and analysis of technological, financial and political issues and trends that are likely to influence shipbuilding programs and budgets.

3.1.3.7 Provide technical liaison with NAVSEA's Cost Engineering office (SEAO5C) for ship cost estimating and refinement of Navy Force Affordability Model or similar model for shipbuilding plan cost estimates.

3.1.3.8 Provide analytical support to the Navy SCN Appropriation Manager for alternative shipbuilding option development and for long-range shipbuilding planning.

3.1.3.9 Provide research, analysis, and liaison with shipbuilding model managers in validating the battle force inventory spreadsheets and databases.

3.1.3.10 Monitor the Congressional Information Management System (CIMS) database daily for SCN assigned tasks and ensure proper routing to the appropriate action individuals.

CDRL N003 – Legislative Program Support Documentation

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 8 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.1.4 The contractor will provide program support to the Inactive Ship Resource Manager, including but not limited to the following:

3.1.4.1 Research and prepare budget analysis, reports and supporting documentation to the inactive ship resource manager and ship management information system manager.

3.1.4.2 Provide support in the preparation, review, and analysis of appropriate instructions and other directives covering reporting requirements, assignments, reclassification, removal and reinstatement of inactive vessels.

3.1.4.3 Assist in the preparation, review, and development for ship counting rules and removal of equipment/equipment from decommissioning and inactive ships.

3.1.4.4 Assist in the preparation, review, and development of the type and scope of surveys to be conducted for ships placed in the inactive inventory.

3.1.4.5 Track the status of inactive ship programs through the congressional budget process and monitor emerging congressional issues, which have potential to impact inactive ship programs.

3.1.4.6 Research and draft technically based briefing point papers, critical issues papers and strategic concept documents tailored for a general or specific audience concerning inactive ship programs.

3.1.4.7 Provide critical research and analysis of technological, financial and political issues and trends that are likely to influence inactive ship programs and budgets.

CDRL N004 – Inactive Ship Program Support Documentation

3.1.5 Project Plan - The contractor shall provide Project Plan(s) as required. The document will be used to guide both project execution and project control. The project plan will document planning assumptions and decisions to facilitate communication among stakeholders, and document approved scope, cost, and schedule baselines. The project plan will be in accordance with industry standards and must describe the execution, management and control of the project.

CDRL N005 - Project Plan

3.1.6 Reporting - The contractor shall provide an initial project plan to include major activities, tasks, products and milestones and monthly status reports for the duration of the effort. The contractor shall also provide an initial work plan that includes a resource profile by labor category that is planned to support the project for its duration. On a monthly basis the report shall summarize accomplishments during the reporting period and clearly demonstrate that the Performance Requirements Summary (PRS) objectives were satisfied for the reporting period. The report shall also include planned vs. actual task completion, anticipated activity for the next reporting period, lessons learned, risks, and outstanding issues and recommendations.

The contractor shall provide the following Reports specified in CDRLs N001, N002, N003,

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 9 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

N004 N005 and N006 as required. The list of reports is as follows:

- Mission and Stakeholder Analysis Document(s)
- Blueprint Recommendation Document(s)
- Implementation and Control Plan(s)
- System & Reports Inventory & Traceability Document(s)
- Target Data Management Strategy, Data Architecture and Recommendation
- Proposed briefings
- Briefing materials
- White papers
- Concept papers
- Technical reports
- Point papers
- Meeting summaries
- Material that document results of analyses and related recommendations, and
- Review comments and/or pertinent issues to support the tasks and products described above.

CDRL N006 - Monthly Status Report

3.2 Performance Requirements Summary (PRS)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items as well as performance thresholds which briefly describe the minimum acceptable levels of service required for each requirement. A PRS is provided below and outlines the performance objectives, performance thresholds, surveillance methods, and associated payment for this task order.

Performance Objective	Performance Threshold (Satisfactory Performance)	Method of Surveillance	Monthly Payment
PRS #1 (PWS) Excellent staffing stability and resource planning across the effort defined in this Task Order.	1. A failure to manage personnel (retention, replacements, etc.) can negatively impact quality or timeliness of products and services across the program.	1. 100% Inspection of Monthly Status Report by COR/ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.
PRS #2 (PWS) Consistent delivery of high quality deliverables.	1. Deliverables are to be delivered accurate, complete and incorporate all pertinent data with no (or minor) adjustments required by the Government. 2. Any errors / omissions identified by the Government are corrected immediately upon notice.	1. Random Sampling of CDRLs by COR /ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 10 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Performance Objective	Performance Threshold (Satisfactory Performance)	Method of Surveillance	Monthly Payment
PRS #3 (PWS) Required deliverables and services were provided on schedule.	1. Services and deliverables are to be submitted according to, or ahead of, agreed Government schedule.	1. Random Sampling of CDRLS by COR /ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #4 (PWS) Positive Business Relations, Customer Satisfaction and Timely and Open Communication.	1. The contractor shall be responsive to Government concerns and prompt application to corrective action to performance issues. 2. The contractor shall provided timely notification of issues and/or items requiring Government actions.	1. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #5 (PWS) Timely, Accurate and Complete Program Reporting	1. The Monthly Status Report is required to be delivered on time meeting all PWS content requirements.	1. 100% Inspection of all CDRLs by COR/ACOR (with TPOC input).	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.

4. SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Security and Safety

Work performed by the contractor requires access to information that is:

SECRET

The contractor will be required to attend meeting classified at:

SECRET

DD Forms 254: Overarching security requirements and Contractor access to classified information shall be as specified in the basic DD Form 254, which will be further identified in the DD Form 254 for each TO, as required. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC).

Each person assigned to this effort will be bound by a Confidentiality Agreement to protect the

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 11 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

business sensitive nature of OPNAV N9I Warfare Integration work. All contractor personnel working in support of this task order must sign a SF 312, Non-Disclosure Agreement (NDA) form prior to the commencement of any work performed under this task order. Additionally, data on computers will be password protected or otherwise secured to ensure that all information maintained is properly protected. The contractor shall provide personnel who possess a secret security clearance.

4.2 Government Furnished Material

4.1 The Government will supply office space, computer equipment, telephone, and reproduction resources when the contractor is working on-site to the extent permitted. The Government will provide the contractor copies of, or access to, required directives, publications, and documents, as available. The Government will coordinate joint meetings between functional, technical and management personnel from the various sites and contractor personnel. The Government will provide the required facilities for these meetings. Materials shall be provided by the contractor when essential to the task performance and specifically approved by the TPOC, not to exceed the ceiling price identified in this task order. All materials purchased by the contractor for the use or ownership of the Federal Government will become property of the Federal Government. The contractor shall document the transfer of the materials in the monthly progress report.

Except for those items specifically stated to be Government-furnished property, the contractor shall furnish everything required to perform individual task order requirements.

5. DELIVERABLES

5.1 Contract Deliverables. The contractor will meet at least bi-monthly with the technical point of contact to establish ongoing milestones and review program activities. Monthly Progress Reports summarizing progress, significant issues, corrective actions, and funding status (obligations and expenditures) by person. The Monthly Progress Reports will contain a discussion of all work products in progress. Reports shall be delivered by email on or before the 5th of each month. The following contract deliverables shall be provided under this task order. All deliverables must meet professional standards and meet the requirements set forth in contractual documentation. The contractor shall be responsible for delivering all end items specified unless otherwise directed by the COR/TPOC.

5.2 End of Performance Report. The Contractor shall develop a report summarizing Financial Management and Accounting Administration Support functions as congruent with PWS. The report will provide items in priority order of importance, internal control deficiencies and related criteria or workarounds with final determination of impact for each non-compliant requirement assessed. The final report shall be submitted to the COR within 30 days after the end of the contract period of performance.

5.3 All deliverables shall be submitted to the COR and TPOC. The COR is responsible for tracking and acceptance.

Products/Deliverable	CDRL	Schedule/Date Required
-----------------------------	-------------	-------------------------------

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 12 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Weapons Requirements Processes Documentation	N001	As required
LRSS Analytical Support Documentation	N002	As required
Legislative Program Support Documentation	N003	As required
Inactive Ship Program Support	N004	As required
Project Plan	N005	As required
Monthly Status Report	N006	By 10 th of each month
End of Performance Report		Within 30 days after contract ends

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 13 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT/CERTIFICATION

(a) Data/Information

All data or information (including but not limited to drawings, Privacy Act, 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), source selection, personnel information, and business sensitive information) 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. Access to data or information obtained, received, or learned as a result of performance of this contract shall be restricted to the minimum number of Contractor personnel 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 or information as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Data" agreement.

(b) Non-Disclosure of Data/Information

The Contractor and its personnel and subcontractors shall disclose data or information obtained, received, or learned whether written or oral 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 or information is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such data or information 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 or information except as specifically permitted herein.

(c) Non-Use of Data/Information

The Contractor and its personnel and subcontractors shall use data or information obtained, received, or learned whether written or oral 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 or information 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 or information except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

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 or information 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 or information is required in performance of this contract.
- (2) He/she shall not disclose data or information 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 or information 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 or information 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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 14 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Government procurement.

In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data or sensitive information 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 or information provided by the entity.

(e) Requirement to Disclose Data/Information

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of data or information 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 or information.

(f) Exception

This "Non-Disclosure and Non-Use of Data/Information" provision does not apply to data or information 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/Information" provision 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. Noncompliance with the "Non-Disclosure and Non-Use of Data/Information" provision may also adversely affect the evaluation of a Contractor's reliability in future acquisitions

(h) Non-disclosure/Non-Use Agreements

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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 15 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 16 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Purpose: To ensure that the Government has an effective and systematic method of surveillance for the services in the Performance Work Statement (PWS). The Quality Assurance Surveillance Plan (QASP) will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

1. **Critical performance processes and requirements.** Critical to the performance of this effort is providing program management support to the OPNAV N957 to support the POM development for JSEOD and Navy EOD programs and associated policy in a timely, accurate, and thorough manner for all task order requirements.
2. **Performance Standards**
 - a. **Schedule** - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).
 - b. **Deliverables** – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.
 - c. **Past Performance** - In addition to any schedule, and deliverables, of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship, the contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.
3. **Surveillance methods:** The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.
4. **Performance Measurement:** Performance will be measured in accordance with the following table:

The contractor service requirements are summarized into performance elements that relate directly to mission essential items as well as performance thresholds which briefly describe the minimum acceptable levels of service required for each requirement. A QASP is provided below and outlines the performance elements, performance thresholds, surveillance methods, and associated payment for this task order.

Quality Assurance Surveillance Plan (QASP) Table

Performance Objective	Performance Threshold (Satisfactory Performance)	Method of Surveillance	Monthly Payment
PRS #1 (PWS) Excellent staffing stability and resource planning across the effort defined in this Task Order.	1. A failure to manage personnel (retention, replacements, etc.) can negatively impact quality or timeliness of products and services across the program.	1. 100% Inspection of Monthly Status Report by COR/ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 17 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Performance Objective	Performance Threshold (Satisfactory Performance)	Method of Surveillance	Monthly Payment
PRS #2 (PWS) Consistent delivery of high quality deliverables.	<ol style="list-style-type: none"> Deliverables are to be delivered accurate, complete and incorporate all pertinent data with no (or minor) adjustments required by the Government. Any errors / omissions identified by the Government are corrected immediately upon notice. 	<ol style="list-style-type: none"> Random Sampling of CDRLs by COR /ACOR (with TPOC input). Customer Feedback 	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #3 (PWS) Required deliverables and services were provided on schedule.	<ol style="list-style-type: none"> Services and deliverables are to be submitted according to, or ahead of, agreed Government schedule. 	<ol style="list-style-type: none"> Random Sampling of CDRLs by COR /ACOR (with TPOC input). Customer Feedback 	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #4 (PWS) Positive Business Relations, Customer Satisfaction and Timely and Open Communication.	<ol style="list-style-type: none"> The contractor shall be responsive to Government concerns and prompt application to corrective action to performance issues. The contractor shall provided timely notification of issues and/or items requiring Government actions. 	<ol style="list-style-type: none"> Customer Feedback 	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #5 (PWS) Timely, Accurate and Complete Program Reporting	<ol style="list-style-type: none"> The Monthly Status Report is required to be delivered on time meeting all PWS content requirements. 	<ol style="list-style-type: none"> 100% Inspection of all CDRLs by COR/ACOR (with TPOC input). 	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The TOM makes an annual report(s) on Contractor Performance (CPARS or other annual report). The contractors failure to achieve satisfactory performance under the contract/task order, reflected in the TOMs annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractors past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken. _

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 18 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

In accordance with contract clause FAR 52.246, the Inspection of Services series, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 19 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

5000	9/28/2012 - 9/27/2013
5001	12/1/2012 - 9/27/2013
6000	9/28/2012 - 9/27/2013

CLIN - DELIVERIES OR PERFORMANCE

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

5000	9/28/2012 - 9/27/2013
5001	12/1/2012 - 9/27/2013
6000	9/28/2012 - 9/27/2013

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 20 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
Tanya Y Horsey, OPNAV N9I
2000 Navy Pentagon, Room 5E476
Washington, MD 20350
tanya.horsey@navy.mil
703-614-0129

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: Arthur A. Hildebrandt
Address: 1968 Gilbert Street, Ste. 600
Norfolk, VA 23511
Phone: 757-443-1321

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: SAME AS PCO
Address: -----

Phone: -----

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: NOT APPLICABLE
Address: -----

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 21 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Phone: -----

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS CLEVELAND

Address: -----

Phone: -----

5. TASK ORDER MANAGER (TOM) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract

or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR**

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 22 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DELIVERY/TASK ORDER.

TOM Name: Tanya Horsey
Address: 2000 Navy Pentagon
Washington, DC 20350
Phone: 703-614-0129
(End of text)

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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.
 - 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 the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Task Order Manager (TOM) 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 TOM duties are as follows:
 - a. Technical

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 23 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Interface

(1) The TOM 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. The TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The TOM is prohibited from issuing any instruction which would constitute a contractual change. The TOM 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 TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM 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 TOM'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 TOM shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the TOM 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 TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) 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

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 24 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM 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 TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The TOM 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 TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

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

(4) The TOM shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The TOM is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The TOM shall take 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 TOM 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 TOM 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 TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 25 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

h. Standards of Conduct. The TOM 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 TOM 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.

(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 TOM 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.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. 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 TOM.

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

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

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

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

f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the invoice.

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

h. Provide detailed written reports of any trip, meeting, or conversation to the TOM

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 26 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount
5000	N4703912RCD6192	231657.20
LLA :		
AA 1721804 11T0 252 47039 0 068892 2D CD6195 4703921N9IAQ		
Standard Number: N4703912RCD6192		
5001	N4703912RCD6195	1.00
LLA :		
AA 1721804 11T0 252 47039 0 068892 2D CD6195 4703921N9IAQ		
Standard Number: N4703912RCD6195		
6000	N4703912RCD6195	1342.51
LLA :		
AA 1721804 11T0 252 47039 0 068892 2D CD6195 4703921N9IAQ		
Standard Number: N4703912RCD6195		

BASE Funding 233000.71
Cumulative Funding 233000.71

MOD 01

500101	N4703912RCD6195	1.00
LLA :		
AA 1721804 11T0 252 47039 0 068892 2D CD6195 4703921N9IAQ		
500102	N4703913RCD7037	100000.00
LLA :		
AB 1731804 11T0 252 47039 0 068892 2D CD7037 4703931N9IAQ		

MOD 01 Funding 100001.00
Cumulative Funding 333001.71

MOD 02

500001		231657.20
LLA :		
AA 1721804 11T0 252 47039 0 068892 2D CD6195 4703921N9IAQ		
500002		240014.00
LLA :		
AB 1731804 11T0 252 47039 0 068892 2D CD7037 4703931N9IAQ		
500102	N4703913RCD7037	59986.00
LLA :		
AB 1731804 11T0 252 47039 0 068892 2D CD7037 4703931N9IAQ		

MOD 02 Funding 531657.20
Cumulative Funding 864658.91

MOD 03

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 27 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

500003 N4703913RCD7037 71775.68
 LLA :
 AB 1731804 11T0 252 47039 0 068892 2D CD7037 4703931N9IAQ

500103 N4703913RCD7037 66585.70
 LLA :
 AB 1731804 11T0 252 47039 0 068892 2D CD7037 4703931N9IAQ

MOD 03 Funding 138361.38
 Cumulative Funding 1003020.29

MOD 04 Funding 0.00
 Cumulative Funding 1003020.29

MOD 05

500003 N4703913RCD7037 (15029.16)
 LLA :
 AB 1731804 11T0 252 47039 0 068892 2D CD7037 4703931N9IAQ

500103 N4703913RCD7037 (1146.40)
 LLA :
 AB 1731804 11T0 252 47039 0 068892 2D CD7037 4703931N9IAQ

6000 N4703912RCD6195 (1342.51)
 LLA :
 AA 1721804 11T0 252 47039 0 068892 2D CD6195 4703921N9IAQ
 Standard Number: N4703912RCD6195

MOD 05 Funding -17518.07
 Cumulative Funding 985502.22

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 28 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 29 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.219-28 Post-Award Small Business Program Rerepresentation APR 2009

52.215-20 Requirements for Certified Cost or Pricing Data and Data Other than Certified Cost or Pricing Data (Oct 2010)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 30 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

5252.204-9400 CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-

Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12

(HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12.

This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 31 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- * SF-85 Questionnaire for Non-Sensitive Positions
- * Two FD-258 Applicant Fingerprint Cards
- * Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- * SF-85P Questionnaire for Public Trust Positions
- * Two FD-258 Applicant Fingerprint Cards
- * Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 32 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 33 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of Clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992).

(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 communicate 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 with the Contracting Officer. 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 Contracting Officer is:

Name: Arthur A. Hildebrandt
Address: Fleet Logistics Center Norfolk
1968 Gilbert Street
Bldg. W-143, Floor 6
Norfolk, VA 23511

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 34 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Telephone: 757-443-1321

(End of Clause)

52.216-11 -- Cost Contract -- No Fee.

As prescribed in [16.307\(e\)](#), insert the clause in solicitations and contracts when a cost-reimbursement contract is contemplated that provides no fee and is not a cost-sharing contract. This clause may be modified by substituting "\$10,000" in lieu of "\$100,000" as the maximum reserve in paragraph (b) if the Contractor is a nonprofit organization.

Cost Contract -- No Fee (Apr 1984)

(a) The Government shall not pay the Contractor a fee for performing this contract.

(b) After payment of 80 percent of the total estimated cost shown in the Schedule, the Contracting Officer may withhold further payment of allowable cost until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed one percent of the total estimated cost shown in the Schedule or \$100,000, whichever is less.

(End of Clause)

Alternate I (Apr 1984). In a contract for research and development with an educational institution or a nonprofit organization, for which the Contracting Officer has determined that withholding of a portion of allowable costs is not required, delete paragraph (b) of the basic clause.

52.232-18 -- Availability of Funds.

As prescribed in [32.705-1\(a\)](#), insert the following clause:

Availability of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 5000, 5001, and 6000 through are incrementally funded. For these item(s), the sum of \$771,362.09 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item (s) regardless of

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 35 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$771,362.09
 CLIN 5000 \$543,446.88 - FULLY FUNDED
 CLIN 5001 \$226,572.70 - FULLY FUNDED
 CLIN 6000 - FULLY FUNDED

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 36 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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:

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

-----2 in 1-----

(Contracting Officer: Insert applicable 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.

-----Not Applicable-----

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(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*

Pay Official DoDAAC: N68732

Issue By DoDAAC: N00189

Admin DoDAAC: N00189

Inspect By DoDAAC: N47039

Ship To Code: N/A

Ship From Code: N/A

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 37 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Mark For Code: N/A

Service Approver (DoDAAC): N47039

Service Acceptor (DoDAAC): N47039

Accept at Other DoDAAC: N/A

LPO DoDAAC: N47039

DCAA Auditor DoDAAC: N/A

Other DoDAAC(s): N/A

(*Contracting Officer: Insert applicable DoDAAC information or ``See schedule" if multiple ship to/acceptance locations apply, or ``Not applicable.")

(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 email address identified below in the ``Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

-----tanya.horse@navy.mil, ruth.freesland@navy.mil-----

252.204-0007 Contract-wide: Sequential ACRN Order. (SEP 2009)

The payment office shall 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.

CONTRACT NO. N00178-04-D-4066	DELIVERY ORDER NO. FK01	AMENDMENT/MODIFICATION NO. 05	PAGE 38 of 38	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS