

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 35	3. EFFECTIVE DATE 13-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. 01872373	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 theresa.ashton@navy.mil 540-284-0707	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666	CODE	S5111A

NSWC, DAHLGREN DIVISION  
17632 Dahlgren Road Suite 157  
Dahlgren VA 22448-5110  
theresa.ashton@navy.mil 540-284-0707

DCMA HAMPTON  
2000 Enterprise Parkway, Suite 200  
Hampton VA 23666

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technology Management Group Inc. 409 Yarmouth Street Norfolk VA 23510	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4144-0003
	10B. DATED (SEE ITEM 13) 01-Oct-2005
CAGE CODE OXM55	FACILITY CODE 806986204

**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) FAR 52.232-22 Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Linda D Wilkes, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Linda D Wilkes (Signature of Contracting Officer)	16C. DATE SIGNED 14-Jul-2010
(Signature of person authorized to sign)			

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## GENERAL INFORMATION

The purpose of this modification is to provide the following funding actions:

400104 F31000/01872373 98746.00

LLA :

AU 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010

Standard Number: N0002410WX10160 (ACRN: AA)

600104 F31000/01872373 17964.00

LLA :

AU 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010

Standard Number: N0002410WX10160 (ACRN: AA)

MOD 35 Funding 116710.00

Cumulative Funding 1367715.72

All other terms and conditions remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

### DISTRIBUTION:

[mlong@techman.com](mailto:mlong@techman.com)

Marsha Ambrose, NSWCDN

Rebecca Fields, NSWCDN

Kathleen Ross, NSWCDN

Casey Hall, NSWCDN

Doug DeCristoforo, NSWCDN

Larry Lambertson, NSWCDN

FSC: D307

MISC: 10-182

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$116,710.00 from \$1,251,005.72 to \$1,367,715.72.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400104	RDT&E	0.00	98,746.00	98,746.00
600104	RDT&E	0.00	17,964.00	17,964.00

The total value of the order is hereby increased by \$0.00 from \$1,414,760.00 to \$1,414,760.00.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----						
1000	Engineering, programmatic and technical support for Tactical Data Link (TDL)engineering support for the Ship Self Defense System (SSDS), the Advanced Combat Direction System (ACDS), FFG 7, DD 963, and FMS Platform Naval surface combatants, in accordance with Section C.					\$240,884.00
1000AA	Holding SLIN for Base Period (TBD)	1.0	Lot	\$32,246.00	\$2,258.00	\$34,504.00
1000AB	Incremental Funds (FMS Case #JA-P-G IM)	1.0	Lot	\$14,019.00	\$981.00	\$15,000.00
1000AC	Incremental Funds (FMS Case #JA-P-G IM)	1.0	Lot	\$23,365.00	\$1,635.00	\$25,000.00
1000AD	Incremental Funding (O&MN,N)	1.0	Lot	\$25,233.00	\$1,767.00	\$27,000.00
1000AE	Incremental Funding (O&MN,N)	1.0	Lot	\$40,188.00	\$2,812.00	\$43,000.00
1000AF	Incremental Funding (O&MN,N)	1.0	Lot	\$18,692.00	\$1,308.00	\$20,000.00
1000AG	Incremental Funding (O&MN,N)	1.0	Lot	\$51,403.00	\$3,597.00	\$55,000.00
1000AH	Incremental Funding (O&MN,N)	1.0	Lot	\$19,982.00	\$1,398.00	\$21,380.00
1001	Engineering, programmatic and technical support for Tactical Data Link (TDL)engineering support for the Ship Self Defense System (SSDS), the Advanced	1.0	Lot	\$203,403.00	\$14,238.00	\$217,641.00

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Combat Direction  
System (ACDS),  
FFG 7, DD 963,  
and FMS Platform  
Naval surface  
combatants, in  
accordance with  
Section C. (SCN)

100101 Incremental  
Funding (SCN)

100102 Incremental  
Funding (SCN)

100103 Incremental  
Funding \$20,000  
(SCN)

100104 Incremental  
Funding \$19,000  
(SCN)

100105 Incremental  
Funding \$37,000  
(SCN)

100106 Incremental  
Funding \$18,974  
(SCN)

100107 Incremental  
Funding \$8,000  
(SCN)

100108 Incremental  
Funding \$40,000  
(SCN)

100109 Incremental  
Funding \$15,140  
(SCN)

100110 Incremental  
Funding  
\$11,110.53 (SCN)

1002	Engineering, programmatic and technical support for Tactical Data Link (TDL)engineering support for the Ship Self Defense System (SSDS), the Advanced Combat Direction System (ACDS), FFG 7, DD 963, and FMS Platform Naval surface combatants, in accordance with Section C. (TBD)	1.0 Lot	\$211,519.00	\$14,806.00	\$226,325.00
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100201 Incremental  
Funding (TBD)

100202 Incremental  
Funding (TBD)

100203 Incremental  
Funding (TBD)

100204 Incremental  
Funding (TBD)

100205 Incremental  
Funding (TBD)

100206 Incremental  
Funding (TBD)

100207 Incremental  
Funding (TBD)

1003	Engineering, programmatic and technical support for Tactical Data Link (TDL)engineering support for the Ship Self Defense System (SSDS), the Advanced Combat Direction System (ACDS), FFG 7, DD 963, and FMS Platform Naval surface combatants, in accordance with Section C. (TBD)	1.0 Lot	\$220,193.00	\$15,408.00	\$235,601.00
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100301 Incremental  
funding (TBD)

100302 Incremental  
funding (TBD)

100303 Incremental  
funding (TBD)

100304 Incremental  
funding (RDT&E)

100305 Incremental  
funding (O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
3000	ODC'S FOR BASE PERIOD	\$41,811.00

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3000AA	Holding SLIN for Base Period (O&MN,N)	1.0 Lot	\$347.00
3000AB	Incremental Funds (FMS Case #JA-P-G IM)	1.0 Lot	\$5,000.00
3000AC	Incremental Funds (FMS Case #JA-P-G IM)	1.0 Lot	\$6,464.00
3000AD	Incremental Funding (O&MN,N)	1.0 Lot	\$8,000.00
3000AE	Incremental Funding (O&MN,N)	1.0 Lot	\$7,000.00
3000AF	Incremental Funding (O&MN,N)	1.0 Lot	\$10,000.00
3000AG	Incremental Funding (O&MN,N)	1.0 Lot	\$5,000.00
3000AH	tbd (O&MN,N)	1.0 Lot	\$0.00
3001	ODC's for option period 1. (SCN)	1.0 Lot	\$51,811.00
300101	Incremental Funding (SCN)		
300102	Incremental Funding (SCN)		
300103	Incremental Funding \$6,665 (SCN)		
300104	Incremental Funding \$17,000 (SCN)		
300105	Incremental Funding \$1,548 (SCN)		
300106	Incremental Funding \$6,807.47 (SCN)		
3002	ODC's for option period 2. (TBD)	1.0 Lot	\$51,811.00
300201	Incremental Funding (TBD)		
300202	Incremental Funding (TBD)		
300203	Incremental Funding (TBD)		
300204	Incremental Funding (TBD)		

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300205 Incremental  
Funding (TBD)

300206 Incremental  
Funding (TBD)

3003 ODC's for Option                    1.0 Lot            \$51,810.00  
Period 3. (TBD)

300301 Incremental  
Funding (TBD)

300302 Incremental  
Funding (TBD)

300303 Incremental  
Funding (TBD)

300304 Incremental  
Funding (RDT&E)

300305 Incremental  
Funding (O&MN,N)

300306 Incremental  
Funding (RDT&E)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	All labor ceiling has moved to Option Period 3, CLIN 1003. (TBD)		1.0 Lot	\$0.00	\$0.00	\$0.00
4001	Engineering, programmatic and technical support for Tactical Data Link (TDL)engineering support for the Ship Self Defense System (SSDS), the Advanced Combat Direction System (ACDS), FFG 7, DD 963, and FMS Platform Naval surface combatants, in accordance with Section C. (TBD)		1.0 Lot	\$229,210.00	\$16,045.00	\$245,255.00
400101	Incremental Funding (RDT&E)					
400102	Incremental Funding (RDT&E)					
400103	Incremental					

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Funding (RDT&E)

400104 Incremental  
Funding (RDT&E)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000	ODC ceiling has moved to Option Period 3, CLIN 3003. (TBD)	1.0 Lot	\$0.00
6001	ODC's for option period 4. (TBD)	1.0 Lot	\$51,811.00
600101	Incremental Funding (RDT&E)		
600102	Incremental Funding (RDT&E)		
600103	Incremental Funding (RDT&E)		
600104	Incremental Funding (RDT&E)		



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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

SSDS/ACDS/FFG 7/DD 963/ FMS Tactical Data Link Engineering Support

**1.0 BACKGROUND:** The Combat Direction Systems Activity (CDSA) has been tasked by the Program Executive Office for Integrated Warfare Systems (PEO IWS 1A) to provide Tactical Data Link (TDL) engineering support for the Ship Self Defense System (SSDS), the Advanced Combat Direction System (ACDS), FFG 7, DD 963, and FMS Platform Naval surface combatants.

**2.0 SCOPE:** This Statement of Work (SOW) identifies the individual tasks the Contractor shall accomplish to provide onsite support concerning the integration of TDLs to include Link 16, Link 11, Link 4A within SSDS, ACDS, FFG 7, DD 963, and FMS platforms. Additionally, the contractor shall review documentation, support the drafting of technical requirements and change proposals, and develop presentation material to facilitate understanding of the requirements associated with the integration effort. The contractor shall provide meeting support as scheduled by the Program Office to aid in the comprehension of the material to be discussed.

In providing this support, the Contractor shall perform activity associated with the Performance Objectives shown below in Table 2-1.

Table 2-1 Performance Objectives

Performance Objectives(Short Title) Data Requirement Tasks to be Accomplished

Programmatic Support Point Papers See 4.2.1

Technical and Engineering Support Program Plan See 4.2.2.1

Technical and Engineering Support Systems Integration See 4.2.2.2

Technical and Engineering Support Requirements Analysis/ Change Proposals See 4.2.2.3

Technical and Engineering Support FMS TDL Requirements See 4.2.2.5

Conference Conference Reports See 5.4

Technical and Engineering Support Trip Reports See 14.0

### 3.0 APPLICABLE DOCUMENTS:

a. MIL-STD-6016C Department of Defense Interface Standard Tactical Data Link (TDL) 16 Message Standard

b. Link 16 Operational Specification OS-516.2 Change 2

c. Advanced Combat Direction System Block 1 Command and Control Processor to Combat Direction System Model 5 Interface Design Specification

d. Interface Control Document for Joint Tactical Information Distribution System (JTIDS) Navy Shipboard Class 2 Terminal

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- e. Link 11 Operational Specification OS-411.3
- f. Link 4A Operational Specification OS-404.2
- g. SSDS Mk 2 Mod 1 Software Requirement Specification
- h. ACDS Block 1 Software Requirement Specification
- i. ACDS Block 0 Program Performance Specification
- j. FFG 7 Program Performance Specification
- k. DD 963 Program Performance Specification

4.0 REQUIREMENTS: Performance Standards: The Contractor's performance in each of the defined Performance Objectives shall be measured using Acceptable Quality Levels (AQLs) per Table 4-2.

4.1 Performance Objectives: The following tasks shall be accomplished:

4.1.1 Programmatic Support. The contractor shall research and document all Tactical Data Links developments resulting in modification to any System or Subsystem for which the Program Office is responsible at the direction of the Program Office, or by the onset of emergent requirements, or as a result of action items assigned by a principal or committee. In order to perform the required tasking under this effort the contractor has a requirement to access foreign government information and classified NATO material.

4.1.2 The contractor shall provide meeting support for the adjudication of Data Link integration questions and issues (CDRLs A004).

4.1.3 Technical and Engineering Support. The contractor shall provide technical support for the integration of the Data Links within Control Programs/Systems as follows:

4.1.3.1 The contractor shall update the Program Plan (CDRL A001).

4.1.3.2 The contractor shall provide recommendations for updating system specifications where emergent TDL requirement changes require modification to integrated combat systems. These systems include: Advanced Combat Direction System (ACDS); Ships Self Defense System (SSDS); and, for the Combat Direction Systems integrated with TDL onboard FFG 7, DD 963, and selected FMS ships (CDRL A006).

4.1.3.3 The contractor shall review documentation (listed in paragraph 3.0), initiate the drafting of technical requirement modifications via interface and engineering change proposals, and develop presentation material to facilitate understanding associated with any change (CDRL A007).

4.1.3.4 The contractor shall provide TDL expertise and offer problem resolution guidance to the Japanese Defense Force and the Royal Australian Navy concerning the integration of Common Data Link Management System (CDLMS) within the combat system (CDRL A008).

4.1.3.5 The contractor shall be required to attend meetings, conferences, and working groups in support of this order. Conference reports shall be delivered for all meetings, conferences, and working groups attended with four or more persons in attendance, or for those in which action responsibilities, and/or milestones were assigned regardless of the number of persons in attendance (CDRL A009).

4.2 Contractor Acquired Property and Services:

The Contractor is expected to acquire those materials and services necessary for TDL engineering support for the Ship Self Defense System (SSDS), the Advanced Combat Direction System (ACDS), FFG 7, and DD 963 Naval surface combatants. Those items acquired as bulk materials and not totally consumed in the performance of this order shall

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have that portion actually used for this order prorated to the cost of the bulk material.

Contractor acquired property and services other than those described above, shall be described (in detail, if possible – in general, if necessary) in the Contractor’s proposal for this order or in a letter requesting modification of the order.

4.3 DATA REQUIREMENTS: For each Performance Objective, Table 4-2 identifies the associated data requirements, the expected frequency, how that output is measured and the number of outputs expected during the order period of performance.

Performance Objective(Short Title) Data Requirement Frequency Measurement Expected Quantity

Programmatic Support Point Papers As Required Per CDRL 6

Technical and Engineering Support Program Plan As Required Per CDRL 1

Technical and Engineering Support Systems Integration As Required Per CDRL 6

Technical and Engineering Support Requirements Analysis/ Change Proposals As Required Per CDRL 25

Technical and Engineering Support FMS TDL Requirements As Required Per CDRL 5

Technical and Engineering Support Conference Reports As Required Per CDRL 3

Progress Reports Trip Reports As Required Per CDRL 24

Table 4-2 Performance Objectives with Associated Data Requirements

5.0 PROGRESS REPORTS: The Contractor shall deliver progress reports and other data items as described in Exhibit “A”.

5.1 Final Report: A final report, in accordance with CDRL Item Number A005, attached to this order, shall be delivered at the completion of the order and shall include, in addition to the information specified in the referenced Data Item Description, a compilation of all individual interim progress reports.

5.2 Interim Progress Report (Technical): Interim technical progress reports shall be delivered periodically during the performance of this order in accordance with CDRL A002.

5.3 Interim Progress Report (Financial): Interim financial progress reports shall be delivered periodically during the performance of this order in accordance with CDRL A003.

5.3.1 Graphs. Graphs of ceiling, planned burn rate, actual expended, and funded to date for both dollars and manhours. Unless the Contractor anticipates this order to be expended in a linear level of effort, the Government expects that the line depicting the planned burn rate (dollars and manhours) will be depicted as a curve and not a straight line.

5.3.2 Cure Plan. If the curve depicting the actual expenditure (dollars and manhours) deviates from the planned burn rate by more than  $\pm 5\%$ , at the end of the reporting period, the Contractor shall include a Cure Plan in the Interim Financial Report describing the process to be used to get back on track.

5.3.3 Invoice Status. A table shall be included in the Interim Financial Report tabulating invoices against this order showing invoice number, date of invoice, total amount of invoice, date paid.

6.0 ACCEPTANCE PLAN:

a. The Task Order Manager (TOM) has the responsibility for Government Inspection and Acceptance. The TOM, or a

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duly appointed representative, will perform inspection at the place of performance.

b. Criteria for Government Inspection and Acceptance will be verification of Contractor performance per Table 1 of the SOW.

c. The TOM will provide technical coordination and discussion, as necessary, with respect to specifications or SOW issues and monitoring the progress and quality of the Contractor's performance. The TOM is not an Administrative Contracting Officer (ACO) or Ordering Officer. The TOM does not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality standards, place of performance, delivery schedule, or any other terms and conditions of the contract or this order. The TOM also may not direct the accomplishment of effort that goes beyond the scope of the contract or this order.

d. When, in the opinion of the Contractor, the TOM requests effort that is outside of the existing scope of the contract or this task order, the Contractor shall promptly notify the Contracting Officer in writing. The Contractor under such direction shall take no action until the Contracting Officer has issued a change to the contract or order or has otherwise resolved the issue.

7.0 PLACES OF PERFORMANCE: Efforts under this order shall be performed at contractor facilities and NAVSEA CDSA Dam Neck facilities. Occasional, short term temporary duty may be required. On-site office space will be provided for the Senior Systems Engineer.

8.0 SECURITY REQUIREMENTS: All personnel performing classified tasks under this task order shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET for all personnel assigned to perform work at CDSA Dam Neck or on board U.S. Navy ships. In order to perform the required tasking under this effort the contractor has a requirement to access foreign government information and classified NATO material.

a. Contractor requests for visit authorizations shall be submitted in accordance with DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency). When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited. When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of NAVSEA CDSA Dam Neck via the Contracting Officer's Representative (COR), with the original copy of the request being forwarded to the activity being visited by the NAVSEA CDSA Dam Neck Security Officer.

b. Visit requests for subcontractors shall be submitted to the appropriate contractor Facility Security Officer (FSO) for certification of need to know, when applicable.

9.0 GOVERNMENT-FURNISHED MATERIAL (GFM): None. GFM required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

10.0 GOVERNMENT-FURNISHED INFORMATION (GFI): The Documents listed in paragraph 3.0 will be provided for contractor use at CDSA Dam Neck.

11.0 GOVERNMENT-FURNISHED EQUIPMENT (GFE): None. GFE required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

12.0 CONTRACTOR-FURNISHED MATERIAL (CFM): None.

13.0 CONTRACTOR-FURNISHED EQUIPMENT (CFE): None

13.1 TOOLS AND EQUIPMENT: Special tools and/or equipment are not required. The tools and equipment needed to complete this order are considered to be common tools and/or equipment of the trade and shall be supplied by the Contractor except for specific items listed as GFE.

13.2 Special tools and/or equipment required to complete this order and not recognized before hand will be made available for Contractor use at NAVSEA CDSA Dam Neck or may be requested by letter from the TOM and will be

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provided on a case basis by order modification. Special tools and/or equipment shall not be leased or purchased at Government expense without prior written request of, and approval by the Contracting Officer.

14.0 TRAVEL REQUIREMENTS: All travel under this order must be requested of, and authorized by, the TA (information copy to the TOM), in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this order. A Trip Report will be submitted after all Contractor supported Travel (CDRL A010).

15.0 TRANSPORTATION OF EQUIPMENT/MATERIAL: None.

16.0 TRAINING: The Contractor is expected to provide fully trained and competent personnel to accomplish this order. No costs associated with the training of contractor personnel will be reimbursed. The title of the event is irrelevant (conference, seminar, symposium, etc.); if there is a fee charged to participate, it is considered training and will not be reimbursed.

17.0 TA DESIGNATION: The Task Order Manager (TOM) for this order is Doug de Cristoforo, Code F32, telephone (757) 492-8298.

18.0 UMMIPS PRIORITY: Not required for this order.

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with Section D of the IDIQ contract.

Technical reports and other deliverable items shall identify the contract and task order numbers.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be performed at Destination by the Government.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from the date of the task order award through 12 months thereafter, estimated as follows:

1000 10/01/2005 - 09/30/2006

3000 10/01/2005 - 09/30/2006

The period of performance for the following option items are from the date of the option exercise through the indicated periods as estimated below:

1001 10/01/2006 - 09/30/2007

3001 10/01/2006 - 09/30/2007

1002 10/01/2007 - 09/30/2008

3002 10/01/2007 - 09/30/2008

1003 10/01/2008 - 04/04/2009

3003 10/01/2008 - 04/04/2009

4000 04/05/2009 - 09/30/2009

6000 04/05/2009 - 09/30/2009

4001 10/01/2009 - 09/30/2010

6001 10/01/2009 - 09/30/2010



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## SECTION G CONTRACT ADMINISTRATION DATA

### POINTS OF CONTACT FOR THIS ORDER

The Task Order Manager (TOM) for this order is:

--Name: Doug de Cristoforo, doug.decristoforo@navy.mil

--Address: CDSA Dam Neck, Code F32, Regulus Ave, Virginia Beach, VA 23461

--Phone: (757) 492-8298

The Contract Specialist is:

--Name: Theresa Ashton, theresa.ashton@navy.mil

--Address: NSWCDD, 17320 Dahlgren Road, Code XDS11J, Dahlgren, VA 22448

--Phone: (540) 284-0707; FAX: (540) 653-7088

The Contracting Officer is:

--Name: Linda D. Wilkes, linda.wilkes@navy.mil

--Address: NSWCDD, 17320 Dahlgren Road, Code XDS11D, Dahlgren, VA 22448

--Phone: (540) 653-7090; FAX: (540) 653-7088

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in the SOW of this task order. The total level of effort for the performance of this order shall be the total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The man-hours are listed below.

-----TOTAL MANHOURS --- Compensated --- Uncompensated

BASE PERIOD - 2,040 Hours, 2,040 Hours, 0 Hours

OPTION 1 - 2,040 Hours, 2,040 Hours, 0 Hours

OPTION 2 - 2,040 Hours, 2,040 Hours, 0 Hours

OPTION 3 - 2,040 Hours, 2,040 Hours, 0 Hours

OPTION 4 - 0 Hours, 0 Hours, 0 Hours

OPTION 5 - 2,040 Hours, 2,040 Hours, 0 Hours

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 20 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee (Required LOE minus Expended LOE)

divided by Required LOE

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

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

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

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and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Deleted per Amendment 0001 of the Basic Contract.

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

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

(c) CLINs/SLINs 1000AB and 3000AB are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

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

(a) "Invoice" as used in this clause includes contractor requests for interim

payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

DCAA Hampton Roads Branch Office

Address: 5200 West Mercury Boulevard, Suite 291, Hampton, VA 23605

Phone: (757) 838-5368

Fax: (757) 838-5113

E-mail: dcaa-fao1661@dcaa.mil

A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the contracting officer):

Task Order Manager: Doug de Cristoforo

Contract Specialist: Theresa Ashton

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In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice..

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

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the contract

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

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

is required with each invoice submittal.

is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

(g) The Contractor's final invoice shall be identified as such, and shall list all

other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the

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

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(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

DdI-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [ 7 ]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

(d) Performance will be evaluated IAW QASP attachment. The contractor will be evaluated at 12 months which will allow to make improvements if necessary. Fee Evaluation will be upon completion at which time fee adjustments will be applied. A 25% fee reduction will be applied if the CPAR rating is Yellow (Marginal) and No Fee will be given if a Red (Unsatisfactory) rating is received.

Accounting Data

SLINID	PR Number	Amount
1000AB	F32000/52666777	15000.00
LLA :		
AA: 97X4930 NH1E 000 77777 0 000178 2F 000000 41F860541K01		
3000AB	F32000/52666777	5000.00
LLA :		
AA: 97X4930 NH1E 000 77777 0 000178 2F 000000 41F860541K01		

BASE Funding 20000.00  
Cumulative Funding 20000.00

MOD 01

1000AC	F32000/53006343	25000.00
LLA :		
AB: 97X4930 NH1E 000 77777 0 000178 2F 000000 41F860541K02		
3000AC	F32000/53006343	6464.00
LLA :		
AB: 97X4930 NH1E 000 77777 0 000178 2F 000000 41F860541K02		

MOD 01 Funding 31464.00  
Cumulative Funding 51464.00

MOD 02

1000AD	F32000/53532622	27000.00
LLA :		
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10		
Standard Number: N0002406WX01624		
3000AD	F32000/53532622	8000.00
LLA :		
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10		
Standard Number: N0002406WX01624		

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MOD 02 Funding 35000.00  
Cumulative Funding 86464.00

MOD 04 Funding 0.00  
Cumulative Funding 86464.00

MOD 05

1000AA 99504.00

LLA :  
////////////////////////////////////

1000AE F32000/60136271 43000.00

LLA :  
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
Standard Number: N0002406WX01624

3000AE F32000/60136271 7000.00

LLA :  
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
Standard Number: N0002406WX01624

MOD 05 Funding 149504.00  
Cumulative Funding 235968.00

MOD 06

1000AA (20000.00)

LLA :  
////////////////////////////////////

1000AF F32000/61101235 20000.00

LLA :  
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
Standard Number: N0002406WX01624

3000AF F32000/61101235 10000.00

LLA :  
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
Standard Number: N0002406WX01624

MOD 06 Funding 10000.00  
Cumulative Funding 245968.00

MOD 07

1000AA (45000.00)

LLA :  
////////////////////////////////////

1000AG F32000/61370328 45000.00

LLA :  
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
Standard Number: N0002406WX01624

3000AA 347.00

LLA :  
////////////////////////////////////

3000AG F32000/61370328 15000.00

LLA :  
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
Standard Number: N0002406WX01624

MOD 07 Funding 15347.00  
Cumulative Funding 261315.00

MOD 08

1000AG F32000/61370328 10000.00

LLA :  
AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
Standard Number: N0002406WX01624

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3000AG F32000/61370328 (10000.00)  
 LLA :  
 AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Standard Number: N0002406WX01624

MOD 08 Funding 0.00  
 Cumulative Funding 261315.00

MOD 09

1000AH F32000/62273232 21380.00  
 LLA :  
 AC: 1761804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Standard Number: N0002406WX01624 (ACRN: AA)

MOD 09 Funding 21380.00  
 Cumulative Funding 282695.00

MOD 10

100101 F32000/62706238 5000.00  
 LLA :  
 AD: 97X4930 NH1E 000 77777 0 000178 2F 000000 41F860626R04

300101 F32000/62706238 5000.00  
 LLA :  
 AD: 97X4930 NH1E 000 77777 0 000178 2F 000000 41F860626R04

MOD 10 Funding 10000.00  
 Cumulative Funding 292695.00

MOD 11

100102 F32000/63035218 40000.00  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Standard Number: N0002407WX00106 (ACRN: AA)

300102 F32000/63035218 10000.00  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Standard Number: N0002407WX00106 (ACRN: AA)

MOD 11 Funding 50000.00  
 Cumulative Funding 342695.00

MOD 12

100103 F32000/63344661 20000.00  
 LLA :  
 AF: 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002407WX10772 (ACRN: AA)

300103 F32000/63344661 6665.00  
 LLA :  
 AF: 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002407WX10772 (ACRN: AA)

MOD 12 Funding 26665.00  
 Cumulative Funding 369360.00

MOD 13

100104 F32000/70808206 19000.00  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Standard Number: N0002407WX00106 (ACRN: AA)

100105 F32000/70808215 37000.00  
 LLA :  
 AH 1711711 6210 253 3HWGL 0 068342 2D 000000 23170400001F  
 Standard Number: N0002407WX20101 (ACRN: AA)

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300104 F32000/70808184 17000.00  
 LLA :  
 AG 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002407WX10772 (ACRN: AA)

MOD 13 Funding 73000.00  
 Cumulative Funding 442360.00

MOD 14

100106 F32000/71245323 18974.00  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Standard Number: N0002407WX00106 (ACRN: AA)

100107 F32000/71245296 8000.00  
 LLA :  
 AJ 1771811 6218 253 3HWGL 0 068342 2D 000000 20993400001A  
 Standard Number: N0002407WX20104 (ACRN: AA)

MOD 14 Funding 26974.00  
 Cumulative Funding 469334.00

MOD 15

100108 F32000/71625722 40000.00  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Standard Number: N0002407WX00106 (ACRN: AA)

MOD 15 Funding 40000.00  
 Cumulative Funding 509334.00

MOD 16

100109 F32000/72203325 15140.00  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 RCP Document No. N0002407WX00106  
 (ACRN: AA)  
 Requisition 72203325

300105 F32000/72203325 1548.00  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 RCP Document No. N0002407WX00106  
 (ACRN: AA)  
 Requisition No. 72203325

MOD 16 Funding 16688.00  
 Cumulative Funding 526022.00

MOD 17

100110 F32000/72638373 11110.53  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Funding Document # N0002407WX00106  
 (ACRN: AA)

300106 F32000/72638375 6807.47  
 LLA :  
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10  
 Funding Document # N0002407WX00106  
 (ACRN: AA)

MOD 17 Funding 17918.00  
 Cumulative Funding 543940.00

MOD 18



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100201 F32000/72691747 8000.00  
 LLA :  
 AK 1771811 1388 253 3XWCL 0 068342 2D 000000 20101400001A  
 Standard Number: N0002407WX21698 (ACRN: AA)

300201 F32000/72691747 2000.00  
 LLA :  
 AK 1771811 1388 253 3XWCL 0 068342 2D 000000 20101400001A  
 Standard Number: N0002407WX21698 (ACRN: AA)

MOD 18 Funding 10000.00  
 Cumulative Funding 553940.00

MOD 20

100202 F32000/73173243 40000.00  
 LLA :  
 AN 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002408WX10102 (ACRN: AA)

100203 F32000/73336703 9000.00  
 LLA :  
 AP 1781804 8C2C 253 SASWS 0 068342 2D 000000 12C42SWE0420  
 Standard Number: N0002408WX00161 (ACRN: AA)

300202 F32000/73173243 8000.00  
 LLA :  
 AN 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002408WX10102 (ACRN: AA)

300203 F32000/73336703 2000.00  
 LLA :  
 AP 1781804 8C2C 253 SASWS 0 068342 2D 000000 12C42SWE0420  
 Standard Number: N0002408WX00161 (ACRN: AA)

MOD 20 Funding 59000.00  
 Cumulative Funding 612940.00

MOD 21

100204 F32000/80232427 46064.00  
 LLA :  
 AQ 1781811 6212 253 3HWGY 0 068342 2D 000000 21247400001E  
 Standard Number: N0002408WX20969 (ACRN: AA)

100205 F32000/80253351 6261.00  
 LLA :  
 AP 1781804 8C2C 253 SASWS 0 068342 2D 000000 12C42SWE0420  
 Standard Number: N0002408WX00161 (ACRN: AA)

300204 F32000/80232427 5000.00  
 LLA :  
 AQ 1781811 6212 253 3HWGY 0 068342 2D 000000 21247400001E  
 Standard Number: N0002408WX20969 (ACRN: AA)

MOD 21 Funding 57325.00  
 Cumulative Funding 670265.00

MOD 22

100206 F32000/80638862 116000.00  
 LLA :  
 AN 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002408WX10102 (ACRN: AA)

300205 F32000/80638862 17243.00  
 LLA :  
 AN 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002408WX10102 (ACRN: AA)

MOD 22 Funding 133243.00  
 Cumulative Funding 803508.00

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MOD 23

100207 F32000/82478902 952.00  
 LLA :  
 AN 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002408WX10102 (ACRN: AA)

300206 F32000/82478902 3879.00  
 LLA :  
 AN 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002408WX10102 (ACRN: AA)

MOD 23 Funding 4831.00  
 Cumulative Funding 808339.00

MOD 24

100301 F32000/82771504 1500.00  
 LLA :  
 AR 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400001A  
 Standard Number: N0002408WX21291 (ACRN: AA)

300301 F32000/82771504 500.00  
 LLA :  
 AR 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400001A  
 Standard Number: N0002408WX21291 (ACRN: AA)

MOD 24 Funding 2000.00  
 Cumulative Funding 810339.00

MOD 25

100302 F32000/83026160 10000.00  
 LLA :  
 AR 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400001A  
 Standard Number: N0002408WX21291 (ACRN: AA)

300302 F32000/83026160 7470.00  
 LLA :  
 AR 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400001A  
 Standard Number: N0002408WX21291 (ACRN: AA)

MOD 25 Funding 17470.00  
 Cumulative Funding 827809.00

MOD 26

100303 F32000/83385313 106178.00  
 LLA :  
 AS 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002409WX10168 (ACRN: AA)

300303 F32000/83385313 17935.00  
 LLA :  
 AS 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002409WX10168 (ACRN: AA)

MOD 26 Funding 124113.00  
 Cumulative Funding 951922.00

MOD 28

100304 F32000/91310404 23000.00  
 LLA :  
 AS 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002409WX10168 (ACRN: AA)

300304 F32000/91310404 2887.00  
 LLA :  
 AS 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
 Standard Number: N0002409WX10168 (ACRN: AA)

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MOD 28 Funding 25887.00  
Cumulative Funding 977809.00

MOD 29

100305 F32000/91982109 94923.00  
LLA :  
AT 1791804 8C2C 253 SASWS 0 068342 2D 000000 12C42SWE0420  
Standard Number: N0002409WX00391 (ACRN: AA)

300305 F32000/91982109 11077.00  
LLA :  
AT 1791804 8C2C 253 SASWS 0 068342 2D 000000 12C42SWE0420  
Standard Number: N0002409WX00391 (ACRN: AA)

300306 F32000/91982111 11941.00  
LLA :  
AN 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
Standard Number: N0002409WX10448 (ACRN: AA)

MOD 29 Funding 117941.00  
Cumulative Funding 1095750.00

MOD 30

300306 F32000/91982111 (11941.00)  
LLA :  
AN 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
Standard Number: N0002409WX10448 (ACRN: AA)

MOD 30 Funding -11941.00  
Cumulative Funding 1083809.00

MOD 31

400101 F32000/92804808 45000.00  
LLA :  
AS 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
Standard Number: N0002410WX10418 (ACRN: AA)

600101 F32000/92804808 5000.00  
LLA :  
AS 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
Standard Number: N0002410WX10418 (ACRN: AA)

MOD 31 Funding 50000.00  
Cumulative Funding 1133809.00

MOD 32 Funding 0.00  
Cumulative Funding 1133809.00

MOD 33

400102 F32000/93343534 63000.00  
LLA :  
AU 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
Standard Number: N0002410WX10160 (ACRN: AA)

600102 F32000/93343534 12000.00  
LLA :  
AU 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
Standard Number: N0002410WX10160 (ACRN: AA)

MOD 33 Funding 75000.00  
Cumulative Funding 1208809.00

MOD 34

400103 F31000/01033161 33757.00  
LLA :  
AS 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010  
Standard Number: N0002410WX10418 (ACRN: AA)

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600103 F31000/01033161 8439.72

LLA :

AS 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010

Standard Number: N0002410WX10418 (ACRN: AA)

MOD 34 Funding 42196.72

Cumulative Funding 1251005.72

MOD 35

400104 F31000/01872373 98746.00

LLA :

AU 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010

Standard Number: N0002410WX10160 (ACRN: AA)

600104 F31000/01872373 17964.00

LLA :

AU 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010

Standard Number: N0002410WX10160 (ACRN: AA)

MOD 35 Funding 116710.00

Cumulative Funding 1367715.72

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H clauses are in accordance with Section H of the IDIQ contract.

### MANDATORY REQUIREMENT

A SECRET clearance is required for all personnel performing under this task order.

### KEY PERSONNEL – DESIRED QUALIFICATIONS

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

(a) Experience – The desired experience for each Key Labor Category is shown below.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

Personnel Qualifications for the Senior Systems Engineer labor category. It is desired that the proposed individual(s) have twenty (20) years experience in engineering applied to Navy/Joint war fighting systems to include Tactical Data Links, Ship Self Defense System, Cooperative Engagement Capability, Shipboard Gridlock System and Shipboard Gridlock System with Automatic Correlation. Ten (10)years experience in Tactical Data Link (Link 4, Link 11, Link 16) design and development for Navy Surface command and control platforms is required. A SECRET clearance is required.

### Ddl-H11 CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

(3) The hourly rates of the incumbent and the proposed substitute; and

(4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b)

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above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

#### Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and

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the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDL Solicitation/Order N00024-05-R-3284 by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

#### POST AWARD CONTRACT PERSONNEL APPROVAL

Requests for post award approval of replacement key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. An in any of the Key Personnel labor categories may not charge to the Task Order prior to this approval.

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

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

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the order. Technical instructions may not be used to: (1) assign additional work under the order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the estimated order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the order.

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

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

#### SAVING INITIATIVES

The following cost savings initiatives are required under this order:

1. Reduced fee rate of 7%.
2. Capped labor escalation at 3.99% for base period and option years.

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## SECTION I CONTRACT CLAUSES

Section I clauses are in accordance with Section I of the IDIQ contract.

### 52.217-9 -- Option to Extend the Term of the Contract (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days after the previous period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 25 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

### 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

(a) This paragraph applies if the Contractor employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to workers' compensation insurance under the Defense Base Act (42 U.S.C. 1651, et seq.). On behalf of employees for whom the applicability of the Defense Base Act has been waived, the Contractor shall (1) provide, before commencing performance under this contract, at least that workers' compensation insurance or the equivalent as the laws of the country of which these employees are nationals may require, and (2) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act would apply but for the waiver, a clause similar to this paragraph (a) (including this sentence) imposing upon those subcontractors this requirement to provide such workers' compensation insurance coverage.

(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701, et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, except that the level of benefits shall conform to any law or international agreement controlling the benefits to which the employees may be entitled. In all other respects, the standards of the War Hazards Compensation Act shall apply; e.g., the definition of war-hazard risks (injury, death, capture, or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent. Unless the Contractor elects to assume directly the liability to subcontractor employees created by this clause, the Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war-hazard benefits.

### 52.228-7 INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)

(a)(1) Except as provided in subparagraph (a)(2) of this clause, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting Officer may require under this contract.



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(2) The Contractor may, with the approval of the Contracting Officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting Officer may require or approve and with insurers approved by the Contracting Officer.

(b) The Contractor agrees to submit for the Contracting Officer's approval, to the extent and in the manner required by the Contracting Officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed—

(1) For that portion (i) of the reasonable cost of insurance allocable to this contract, and (ii) required or approved under this clause; and

(2) For certain liabilities (and expenses incidental to such liabilities) to third persons not compensated by insurance or otherwise without regard to and as an exception to the limitation of cost or the limitation of funds clause of this contract. These liabilities must arise out of the performance of this contract, whether or not caused by the negligence of the Contractor or of the Contractor's agents, servants, or employees, and must be represented by final judgments or settlements approved in writing by the Government. These liabilities are for--

(i) Loss of or damage to property (other than property owned, occupied, or used by the Contractor, rented to the Contractor, or in the care, custody, or control of the Contractor); or

(ii) Death or bodily injury.

(d) The Government's liability under paragraph (c) of this clause is subject to the availability of appropriated funds at the time a contingency occurs. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.

(e) The Contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities)--

(1) For which the Contractor is otherwise responsible under the express terms of any clause specified in the Schedule or elsewhere in the contract;

(2) For which the Contractor has failed to insure or to maintain insurance as required by the Contracting Officer; or

(3) That result from willful misconduct or lack of good faith on the part of any of the Contractor's directors, officers, managers, superintendents, or other representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(iii) A separate and complete major industrial operation in connection with the performance of this contract.

(f) The provisions of paragraph (e) of this clause shall not restrict the right of the Contractor to be reimbursed for the cost of insurance maintained by the Contractor in connection with the performance of this contract, other than insurance required in accordance with this clause; provided, that such cost is allowable under the Allowable Cost and Payment clause of this contract.

(g) If any suit or action is filed or any claim is made against the Contractor, the cost and expense of which may be reimbursable to the Contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the Contractor shall--

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- (1) Immediately notify the Contracting Officer and promptly furnish copies of all pertinent papers received;
- (2) Authorize Government representatives to collaborate with counsel for the insurance carrier in settling or defending the claim when the amount of the liability claimed exceeds the amount of coverage; and
- (3) Authorize Government representatives to settle or defend the claim and to represent the Contractor in or to take charge of any litigation, if required by the Government, when the liability is not insured or covered by bond. The Contractor may, at its own expense, be associated with the Government representatives in any such claim or litigation.

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

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

Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Other military operations means a range of military force responses that can be projected to accomplish assigned tasks. Such operations may include one or a combination of the following: Civic action, humanitarian assistance, civil affairs, and other military activities to develop positive relationships with other countries; confidence building and other measures to reduce military tensions; military presence; activities to convey messages to adversaries; military deceptions and psychological operations; quarantines, blockades, and harassment operations; raids; intervention operations; armed conflict involving air, land, maritime, and strategic warfare operations; support for law enforcement authorities to counter international criminal activities (terrorism, narcotics trafficking, slavery, and piracy); support for law enforcement authorities to suppress domestic rebellion; and support for insurgency, counterinsurgency, and civil war in foreign countries.

Theater of operations means an area defined by the combatant commander for the conduct or support of specified operations.

- (b) General.

- (1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations;
- (iii) Other military operations; or
- (iv) Military exercises designated by the Combatant Commander.

- (2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations.

- (3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

- (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are not authorized to use deadly force against enemy armed forces other than in self-defense.

- (ii) Private security Contractor personnel are authorized to use deadly force only when necessary to execute their security mission to protect assets/persons, consistent with the mission statement contained in their contract.

- (iii) Civilians who accompany the U.S. Armed Forces lose their law of war protection from direct attack if and for such

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time as they take a direct part in hostilities.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the theater of operations may be provided resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the theater of operations. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(e) Pre-deployment requirements. (1) The Contractor shall ensure that the following requirements are met prior to deploying personnel in support of U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

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- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All personnel have received personal security training. At a minimum, the training shall--
- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);
- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
- (iv) When there is a formal declaration of war by Congress, Contractor personnel authorized to accompany U.S. Armed Forces may be subject to prosecution under the Uniform Code of Military Justice.
- (f) Processing and departure points. Deployed Contractor personnel shall--
- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
- (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

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(g) Personnel data list.

(1) In accordance with DoD Instruction 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. Armed Forces as specified in paragraph (b)(1) of this clause. The list shall include each individual's general location in the theater of operations. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate automated system(s) to use for this effort.

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel. (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons. (1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

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(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended mmunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the theater of operations whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation. (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with

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this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations;
- (3) Other military operations; or
- (4) Military exercises designated by the Combatant Commander.

252.228-7003 CAPTURE AND DETENTION (DEC 1991)

(a) As used in this clause --

(1) Captured person means any employee of the Contractor who is --

(i) Assigned to duty outside the United States for the performance of this contract; and

(ii) Found to be missing from his or her place of employment under circumstances that make it appear probable that the absence is due to the action of the force of any power not allied with the United States in a common military effort; or

(iii) Known to have been taken prisoner, hostage, or otherwise detained by the force of such power, whether or not actually engaged in employment at the time of capture; provided, that at the time of capture or detention, the person was either --

(A) Engaged in activity directly arising out of and in the course of employment under this contract; or

(B) Captured in an area where required to be only in order to perform this contract.

(2) A period of detention begins with the day of capture and continues until the captured person is returned to the place of employment, the United States, or is able to be returned to the jurisdiction of the United States, or until the person's death is established or legally presumed to have occurred by evidence satisfactory to the Contracting Officer, whichever occurs first.

(3) United States comprises geographically the 50 states and the District of Columbia.

(4) War Hazards Compensation Act refers to the statute compiled in chapter 12 of title 42, U.S. Code (sections 1701-1717), as amended.

(b) If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor up to an amount equal to the lesser of --

(1) Total wage or salary being paid at the time of capture due from the Contractor to the captured person for the period of detention; or

(2) That amount which would have been payable if the detention had occurred under circumstances covered by the War Hazards Compensation Act.

(c) The period of detention shall not be considered as time spent in contract performance, and the Government shall not be obligated to make payment for that time except as provided in this clause.

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(d) The obligation of the Government shall apply to the entire period of detention, except that it is subject to the availability of funds from which payment can be made. The rights and obligations of the parties under this clause shall survive prior expiration, completion, or termination of this contract.

(e) The Contractor shall not be reimbursed under this clause for payments made if the employees were entitled to compensation for capture and detention under the War Hazards Compensation Act, as amended.



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## **SECTION J LIST OF ATTACHMENTS**

DD254-Contract Security Classification Specification

Quality Assurance Surveillance Plan (QASP)

Contract Data Requirements List

TOM Appointment Letter

ACRN Tracking Sheet