

**DELIVERY ORDER** **FINAL**

1. CONTRACT NO. <b>N00178-04-D-4092</b>	2. DELIVERY ORDER NO. <b>000404</b>	3. EFFECTIVE DATE ORIG <b>05/16/2005</b> MOD <b>02/21/2006</b>	4. PURCHASE REQUEST NO. <b>N00178-06-MR-56266</b>
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5. ISSUED BY CODE <b>N00178</b>	6. ADMINISTERED BY CODE <b>S2404A</b>  <b>DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS, VA 20109-2342</b>
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7. CONTRACTOR CODE <b>0ZF85</b>  <b>Novonics Corporation 2451 Crystal Drive, Suite 1103 Arlington, VA 22202 TIN: 33-0360394</b>	FACILITY	8. DELIVERY DATE  <b>See Section F</b>
		9. CLOSING DATE/TIME
		SET ASIDE TYPE
		10. MAIL INVOICES TO  <b>See Section G</b>

11. SHIP TO  <b>See Section D</b>	12. PAYMENT WILL BE MADE BY CODE <b>HQ0338</b>  <b>DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213</b>
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13. TYPE OF ORDER	<input type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

<b>Novonics Corporation</b>	<b>Kevin Burk, Contract Administrat</b>
NAME OF CONTRACTOR	SIGNATURE
	TYPED NAME AND TITLE
	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA  
**See Section G**

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
<b>See the Following Pages</b>					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA	22. TOTAL  <b>02/21/2006</b> <b>\$140,773</b>
CONTRACTING/ORDERING OFFICER		

SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS
C	DESCRIPTION/SPECS/WORK STATEMENT
D	PACKAGING AND MARKING
E	INSPECTION AND ACCEPTANCE
F	DELIVERIES OR PERFORMANCE
G	CONTRACT ADMINISTRATION DATA
H	SPECIAL CONTRACT REQUIREMENTS
I	CONTRACT CLAUSES
J	LIST OF ATTACHMENTS

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The purpose of this modification is to correct the line of accounting for CLINS 0001BC and 0003BC.

The line of accounting for CLINS 0001BC and 0003BC is changed to read as follows:

ACRN AC 1761319 57CB 250 JFE06 0 068342 2D CJN005 03043000ERG0

RCP NO. N0006606RCJN005 ACRN AA

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 ARCHITECTURE SUPPORT \$205,444

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	JNTC Architecture Support in accordance with Section C. Base Period 5/16/2005 - 9/30/2005. (RDT&E)	1.0 Lot	\$49,915	\$3,988	\$53,903

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BA	JNTC Architecture Support in accordance with Section C. Option I (10/1/2005 - 9/30/2006). Note: Criteria for exercise of this option includes, but is not limited to, an acceptable QASP Review (reference QASP, included as Attachment J.4. (RDT&E)	1.0 Lot	\$0	\$0	\$0

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BB	JNTC Architecture Support in accordance with Section C. Option I (10/1/2005 - 9/30/2006). Note: Criteria for exercise of this option includes, but is not limited to, an acceptable QASP Review (reference QASP, included as Attachment J.4. (RDT&E)	1.0 Lot	\$8,649	\$651	\$9,300

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BC	JNTC Architecture Support in accordance with Section C. Option I (10/1/2005 - 9/30/2006). Note: Criteria for exercise of this option includes, but is not limited to, an acceptable QASP Review (reference QASP, included as Attachment J.4. (RDT&E)	1.0 LH	\$62,663	\$5,047	\$67,710

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001CA	JNTC Architecture	1.0 Lot	\$69,017	\$5,514	\$74,531

Support in accordance with Section C. Option II (10/1/2006 - 9/30/2007). Note: Criteria for exercise of this option includes, but is not limited to, an acceptable QASP Review (reference QASP, included as Attachment J.4). (TBD)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
0003	Travel and any other ODCs Projected. Offerors should fill in if ODCs are required beyond the Travel Estimates included herein.	\$15,776
0003AA	Travel and Contractor Proposed ODCs associated with JNTC Architecture Support. Base Period (5/16/2005 - 9/30/2005). (RDT&E)	1.0 Lot \$3,944
0003BA	Travel and Contractor Proposed ODCs associated with JNTC Architecture Support. Option I (POP: 10/1/2005-9/30/2006). Holding SLIN. (TBD)	1.0 Lot \$1,926
0003BB	Travel and Contractor Proposed ODCs associated with JNTC Architecture Support. Option I (POP: 10/1/2005-9/30/2006). (RDT&E)	1.0 Lot \$700
0003BC	Travel and Contractor Proposed ODCs associated with JNTC Architecture Support. Option I (POP: 10/1/2005-9/30/2006). (RDT&E)	1.0 Lot \$3,290
0003CA	Travel and Contractor Proposed ODCs associated with JNTC Architecture Support. Option II (10/1/2006-9/30/2007). (TBD) Option	1.0 Lot \$5,916

ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that will be used under this Order. These modifications will not change the overall level of effort, estimated cost, base fee or award fee of the task order.

HQ B-2-0004 EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated total estimated amount of this order, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final order closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the order, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

The STATEMENT OF WORK is Attachment J.1 to this document.

### HQ C-2-0037\* ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Order Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order.

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the

action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.

(n) Compliance with this requirement is a material requirement of this order.

## USE OF INFORMATION SYSTEM (IS) RESOURCES

### Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to, computers, software, networks, and addresses.

### Contractor Use of NSWCCD IS Resources

In the event that the contractor is required to have access to NSWCCD IS resources, the login name (common id) and associated information shall be registered with the NSWCCD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCCD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

### Connections Between NSWCCD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCCD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCCD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

### Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited by the cognizant NSWCCD DAA. ISs processing classified information will be accredited by DIS.

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#### Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

#### DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### Ddl-C41 TERMINATION OF EMPLOYEES WITH CDSA DAMNECK BASE ACCESS

The contractor shall insure that all employees who have a CDSA Damneck badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise CDSA Damneck Physical Security of all changes in their contract personnel requiring CDSA Damneck base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify CDSA Damneck Physical Security in advance of the date, time and location where the CDSA Damneck representative may physically remove the employee's automobile bumper sticker and retrieve the CDSA Damneck badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify CDSA Damneck Physical Security of the separation and make arrangements between the former employee and CDSA Damneck Physical Security for the return of the badge and removal of the sticker.

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## SECTION D PACKAGING AND MARKING

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

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at CDSA Damneck, Virginia Beach, VA by the TOM designated herein.

### INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423, Attachment J.2.

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## SECTION F DELIVERIES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for this Task Order is:

0001AA 0003AA Base Period 5/16/2005-9/30/2005 4.5 months

0001BA 0003BA First Option Period 10/1/2005-9/30/2006 12 months

0001CA 0003CA Second Option Period 10/1/2006-9/30/2007 12 months

### TYPE OF ORDER

This is a Level Of Effort (LOE) order with cost plus fixed fee pricing.

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## SECTION G CONTRACT ADMINISTRATION DATA

### Accounting Data

SLINID	PR Number	Amount
0001AA	F21000/50398228	53903.00
LLA :		
ACRN: AA 1751319 W3AF 255 JFD3D 0 068342 2D CJT055 02497003140		
0003AA	F21000/50398228	3944.00
LLA :		
ACRN: AA 1751319 W3AF 255 JFD3D 0 068342 2D CJT055 02497003140		
MOD 2		
0001BB	F23000/52720596	9300.00
LLA :		
97X4930 NH1E 000 77777 0 000178 2F 000000 41F470520K01		
ACRN AB		
0003BB	F23000/52720596	700.00
LLA :		
97X4930 NH1E 000 77777 0 000178 2F 000000 41F470520K01		
ACRN AB		
MOD 3		
0001BC	F23000/53131559	67710.00
LLA :		
1761319 57CB 250 JFE06 0 068342 2D CJN005 03043000ERGO		
RCP NO. N0006606RCJN005 ACRN AA		
0003BC	F23000/53131559	3290.00
LLA :		
1761319 57CB 250 JFE06 0 068342 2D CJN005 03043000ERGO		
RCP NO. N0006606RCJN005 ACRN AA		

RCP No. N3497B05RCJT055 applies.

### CONTRACT ADMINISTRATION DATA

#### POST-AWARD CONFERENCE

(a) A Post-Award Conference will be conducted within ten days after placement of the order. The conference will be held at the contractor's facility.

#### PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

SEA 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 600 600 0

Option FY06 840 840 0

Option FY07 840 840 0

(b) Listed above are both the compensated and uncompensated man-hours associated with this order.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. 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 34 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 task order 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 base (fixed) fee so the fee is proportionate to the LOE provided; 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 fees 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

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covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

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

(j) 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.

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

(a) Travel Costs (Including Foreign Travel)

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

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

(b) Training

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

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

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

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### MANDATORY REQUIREMENTS

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

1. Facility Security Clearance and Location - The Contractor's primary facility for supporting this effort must be cleared to SECRET for both processing and storage. The Contractor's primary facility shall be

located within a 50-mile radius to CDSA Damneck, Virginia Beach, VA.

2. Personnel Security Clearance - All technical personnel must have a security clearance of SECRET or higher.

3. U.S. Citizenship - All technical personnel are required to have U.S. Citizenship.

#### POST AWARD CONTRACTOR 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.

#### PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the solicitation Attachment J.4., Quality Assurance Surveillance Plan (QASP).

(b) The QASP defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site.

<http://cpars.navy.mil>

#### CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this order 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;
  - (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution and
  - (5) 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) 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.

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 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 NSWCDD Solicitation/Order N00178-04-D-4092 by Novonics Corporation 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.

#### KEY PERSONNEL DESIRED QUALIFICATIONS

Personnel - Contractor shall provide resumes for key personnel for the position listed below:

(a) Submit resume(s) for a Senior Engineer with the following experience:

General Experience - General experience includes work experience in engineering, computer science, mathematics, physical science, or another technical field employing skills that apply to the accomplishment of the technical objectives of the Statement of Work. General experience may not necessarily meet the definition of specialized experience.

(i) The Senior Engineer shall also have, within the last year, the following experience:

(1) At least 1 year of experience in the planning, development, and implementation of the Joint National Training Capability (JNTC). This includes technical knowledge and experience as follows:

(a) Planning and Development of the JNTC architecture including: Operational, Systems, Technical, All Views, processes and products.

(b) Joint Assessment Enabling Capability (JAEC)

(c) Joint Knowledge Development and Distribution Capability (JKDDC)

(d) Global Information Grid (GIG)

(e) Distributed Team Learning Methodologies, Processes and Metrics

(f) Department of Defense Architecture Framework (DoDAF).

(2) Some knowledge and experience with the Information Work Space (IWS) Collaboration Tool is also preferred since this tool will be used as part of this tasking.

This experience is critical. Work must begin upon contract award, and this effort involves assuming a technical lead role in the architectural planning of the JNTC.

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee MAR 1997

### CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE ORDER (MAR 2000)

(a) The Government may extend the term of this order by unilateral modification provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to an extension.

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

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## SECTION J LIST OF ATTACHMENTS

Attachment J.1 CDRLs

Attachment J.2 DD Form 254

Attachment J.3 TOM Appointment Letter

Attachment J.4 Quality Assurance Surveillance Plan