

2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 29-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC IHEODTD 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-FG03 10B. DATED (SEE ITEM 13) 27-Jun-2009
CAGE CODE 8D014	FACILITY CODE	[X]

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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print) Katie Midkiff	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elizabeth M Hoover, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Katie Midkiff <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED 29-Sep-2014
	16B. UNITED STATES OF AMERICA BY /s/Elizabeth M Hoover <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 29-Sep-2014

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GENERAL INFORMATION

The purpose of this modification is to deobligate funding in the amount of \$205,138.22 under task order N00178-04-D-4026-FG03. A conformed copy of this Task Order is attached to this modification for informational purposes only.

1. Section B - Funding in the amount of \$205,138.22 has been deobligated in the following manner:

CLIN 4000

From: \$4,838,877.00

By: \$158,847.42

To: \$4,680,029.58

CLIN 6000

From: \$323,824.00

By: \$5,582.47

To: \$318,241.53

SLIN 900001

From: \$44,997.77

By: \$40,708.33

To: \$4,289.44

2. Section G - As a result of the above deobligation, the accounting and appropriation data has been updated. See Section G for details.

3. Section H - As a result of the above deobligation, the Allotment of funds has been updated. See Section H for details.

4. The parties have considered whether an equitable adjustment in the contract price, delivery schedule, or other terms and conditions of the contract is warranted by virtue of the above change(s) to the contract. The parties agree that no such adjustment is warranted. The contractor waives all right, title and interest, if any, to further equitable adjustments arising under this modification.

5. Questions regarding this modification should be directed to Audrey Cosgrove at 301-744-6650 or audrey.cosgrove@navy.mil.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Base Year - Comptroller Financial and Acquisition Systems support services in accordance with the Performance Work Statement. (O&MN,N)	█	█	█	█	\$4,838,877.00
4001	R425	Option Year I - Comptroller Financial and Acquisition Systems support services in accordance with the Performance Work Statement. (O&MN,N)	█	█	█	█	\$5,033,119.00
4002	R425	Option Year II - Comptroller Financial and Acquisition Systems support services in accordance with the Performance Work Statement. (O&MN,N)	█	█	█	█	\$5,434,685.00
4003	R425	Option Year III -Comptroller Financial and Acquisition Systems support services in accordance with the Performance Work Statement. (O&MN,N)	█	█	█	█	\$5,737,183.00
400301	R425	Funding in support of CLIN 4003 (O&MN,N)					
400302	R425	Funding in support of CLIN 4003 (O&MN,N)					
400303	R425	Funding in support of CLIN 4003 (O&MN,N)					
4004	R425	Option Year IV - Comptroller Financial and Acquisition Systems support services in accordance with the Performance Work Statement. (O&MN,N)	█	█	█	█	\$5,751,350.00
400401	R425	Incremental funding in support of CLIN 4004 (O&MN,N)					
400402	R425	Incremental funding in support of CLIN 4004 (O&MN,N)					
400403	R425	Incremental funding in support of CLIN 4004 (O&MN,N)					
400404	R425	Incremental funding in support of CLIN 4004 (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Base year ODC's -Software Liscencesupport in accordance with the attached Performance Work Statement. (O&MN,N)	1.0	LO	\$323,824.00
6001	R425	Option Year I ODC's - Software Liscence support in accordance with the attachedPerformance Work Statement. (O&MN,N)	1.0	LO	\$410,156.00
600101	R425	Incremental funding in support of CLIN 6001 (O&MN,N)			
600102	R425	Incremental funding in support of CLIN 6001 (O&MN,N)			
6002	R425	Option Year II ODC's - Software Liscence support in accordance with the attachedPerformance Work Statement. (O&MN,N)	1.0	LO	\$544,101.00
600201	R425	Incremental Funding in support of CLIN 6002 (O&MN,N)			
600202	R425	Incremental Funding in support of CLIN 6002 (O&MN,N)			
600203	R425	Incremental Funding in support of CLIN 6002 (O&MN,N)			
6003	R425	Option Year III ODC's - Software Liscence support in accordance with the attachedPerformance Work Statement. (O&MN,N)	1.0	LO	\$320,782.00
600301	R425	Funding in support of CLIN 6003 (O&MN,N)			
6004	R425	Option Year IV ODC's - Software Liscence support in accordance with the attachedPerformance Work Statement. (O&MN,N)	1.0	LO	\$453,430.00
600401	R425	Funding in support of CLIN 6004 (O&MN,N)			
600402	R425	Funding in support of CLIN 6004 (O&MN,N)			
9000	R425	Base Year ODC's -Travel in accordance with the attached Performance Work Statement. NTE \$45,000.00 (O&MN,N)	1.0	LO	\$45,000.00
900001	R425	Incremental funding in support of CLIN 9000 (O&MN,N)			
9001	R425	Option Year I ODC's - Travel inaccordance with the attached Performance Work Statement. NTE \$46,530.00 (O&MN,N)	1.0	LO	\$46,530.00
9002	R425	Option Year II ODC's - Travel inaccordance with the attached Performance Work Statement. NTE \$48,122.02 (O&MN,N)	1.0	LO	\$48,112.00
9003	R425	Option Year III ODC's - Travel inaccordance with the attached Performance Work Statement. NTE \$49,747.83 (O&MN,N)	1.0	LO	\$49,748.00
900301	R425	Funding in support of CLIN 9003 (O&MN,N)			
9004	R425	Option Year IV ODC's - Travel inaccordance with the attached Performance Work Statement. NTE \$51,439.26 (O&MN,N)	1.0	HR	\$51,439.00
900401	R425	Funding in support of CLIN 9004 (O&MN,N)			

CACT's small business subcontracting plan is hereby incorporated in this task order and can be found as an attachment to the task order award.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Attachment A to the solicitation for the Performance Work Statement.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in

Proposal "JSC - Comptroller Financial and Acquisition Systems Support" dated 13 March 2009 in response to NAVSEA Solicitation No. N00024-09-R-3160.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

(End of Text)

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

SEE BASIC CONTRACT

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE IS AT DESTINATION

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/26/2009 - 6/26/2010
4001	6/27/2010 - 6/26/2011
4002	6/27/2011 - 6/27/2012
4003	6/27/2012 - 6/26/2013
4004	6/26/2013 - 6/26/2014
6000	6/26/2009 - 6/26/2010
6001	6/27/2010 - 6/26/2011
6002	6/27/2011 - 6/27/2012
6003	6/27/2012 - 6/26/2013
6004	6/26/2013 - 6/26/2014
9000	6/26/2009 - 6/26/2010
9001	6/26/2010 - 6/26/2011
9002	6/27/2011 - 6/27/2012
9003	6/27/2012 - 6/26/2013
9004	6/27/2013 - 6/26/2014

CLIN - DELIVERIES OR PERFORMANCE

The period of Performance for this requirement, including all options, is five (5) years.

CLIN 4000 - 27 June 2009 through one year
 CLIN 4001 - 27 June 2010 through one year
 CLIN 4002 - 1 year after exercise of Option II
 CLIN 4003 - 1 year after exercise of Option III
 CLIN 4004 - 1 year after exercise of Option IV

CLIN 6000 - 27 June 2009 through one year
 CLIN 6001 - 27 June 2010 through 1 year
 CLIN 6002 - 1 year after exercise of Option II
 CLIN 6003 - 1 year after exercise of Option III
 CLIN 6004 - 1 year after exercise of Option IV

CLIN 9000 - 27 June 2009 through one year
 CLIN 9001 - 27 June 2010 through 1 year
 CLIN 9002 - 1 year after exercise of Option II
 CLIN 9003 - 1 year after exercise of Option III
 CLIN 9004 - 1 year after exercise of Option IV

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SECTION G CONTRACT ADMINISTRATION DATA

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) APR 2005

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or a duly appointed representative will be returned to the contractor at their expense with no cost or liability to the U.S. Government.

2. The following days are scheduled holidays for Indian Head Division, Naval Sea Systems Command.

New Year's Day

Birthday of Martin Luther King, Jr.

Washington's Birthday

Memorial Day

Independence Day

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

Generally, if the holiday falls on a Saturday, it will be observed the preceding Friday, and if the holiday falls on a Sunday, the observance will be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Procurement Department and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Procurement Dept. (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M	11:00 A.M
	12:30 P.M.	2:00 P.M.

If you intend to visit the Procurement Department, please call for an appointment at least 24 hours in advance.

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: [REDACTED]

Payments/Invoicing: WAWF

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Task Order Manager: [REDACTED]
Phone Number: [REDACTED]
[REDACTED]

IHD 77 ALT I – CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2008)

(a) In accordance with the clause of this contract entitled "Electronic Submission of Payments Requests and Receiving Reports" (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding payment request routing is provided for completion of the document in WAWF:

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders	
	Below Fields Are To Be Completed By The Buyer
Contract Number	N00178-04-D-4026
Delivery Order	FG03
CAGE Code/Ext.	8D014
Pay DoDAAC	HQ0338
Issue date	See page 1, block 3

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IssueBy DoDAAC	N00174
Admin DoDAAC	N00174
DCAA Auditor DoDAAC/Ext.	HAA031
Service Approver/Ext.	HAA031

(e) Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address(es):

Technical Representative: [REDACTED]

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6613 or daniel.twombly@navy.mil or Chris Ireson at 301-744-6550 or chris.ireson@navy.mil.

Accounting Data

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SLINID      PR Number                Amount
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4000        N00174-09-PR-1017           4766032.00
LLA :
AA 9790100.1200 4029 00000 2525 9JAA 012195 DJAC91493
Standard Number: H91269-9141-1493-000
Applies to: CLIN 4000
Amount: $4,680,029.58
Requisition No.: 91533643

6000        N00174-09-PR-0301           396669.00
LLA :
AA 9790100.1200 4029 00000 2525 9JAA 012195 DJAC91493
Standard Number: H91269-9141-1493-000
Applies to: CLIN 6000
Amount: $318,241.53
Requisition No.: 91533643

900001      N00174-09-PR-1017           44997.77
LLA :

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AA 9790100.1200 4029 00000 2525 9JAA 012195 DJAC91493
Standard Number: H91269-9141-1493-000
Applies to: CLIN 9000
Amount: \$4,289.44
Requisition No.: 91604645

BASE Funding 5207698.77
Cumulative Funding 5207698.77

MOD 04

4001 N00174-10-PR-0804 5033119.00
LLA :
AB 9700100.1220 4029 00000 2525 9JAA97 012195 DJAC01229
Standard Number: H91269-0091-1229
Amt: \$5,033,119.00
Requisition No: 01047784
Funding Doc: H91269-0091-1229
Applies to: CLIN 4001

600101 N00174-10-PR-0804 239793.86
LLA :
AB 9700100.1220 4029 00000 2525 9JAA97 012195 DJAC01229
Standard Number: H91269-0091-1229
Amt: \$239,793.86
Requisition No: 01047784
Funding Doc: H91269-0091-1229
Applies to: CLIN 6001

600102 N00174-10-PR-0804 170362.14
LLA :
AC 9700400.2612 6810 P0800 2574 9JDH97 012195 DJAC01230
Standard Number: H91269-0078-1230
Amt: \$78,753.46
Requisition No: 01100313
Funding Doc: H91269-0078-1230
Applies to: CLIN 6001

9001 N00174-10-PR-0804 46530.00
LLA :
AC 9700400.2612 6810 P0800 2574 9JDH97 012195 DJAC01230
Standard Number: H91269-0078-1230
Amt: \$11,147.17
Requisition No: 0110313
Funding Doc: H91269-0078-1230
Applies to: CLIN 9001

MOD 04 Funding 5489805.00
Cumulative Funding 10697503.77

MOD 05

4000 N00174-09-PR-1017 72845.00
LLA :
AA 9790100.1200 4029 00000 2525 9JAA 012195 DJAC91493
Standard Number: H91269-9141-1493-000
Applies to: CLIN 4000
Amount: \$4,680,029.58
Requisition No.: 91533643

6000 N00174-09-PR-0301 (72845.00)
LLA :
AA 9790100.1200 4029 00000 2525 9JAA 012195 DJAC91493
Standard Number: H91269-9141-1493-000
Applies to: CLIN 6000
Amount: \$318,241.53
Requisition No.: 91533643

MOD 05 Funding 0.00

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Cumulative Funding 10697503.77

MOD 06

4002 N00174-11-PR-1136 5434685.00
 LLA :
 AD 9710100.1220 4029 00000 2525 9JAA97 012195 DJAC11142
 Standard Number: H91269-1133-1142
 Amount: \$5,434,685.00
 Requisition No: 11430784
 Funding Doc: H91269-1133-1142
 Applies to: CLIN 4002

600201 N00174-11-PR-1136 255321.14
 LLA :
 AD 9710100.1220 4029 00000 2525 9JAA97 012195 DJAC11142
 Standard Number: H91269-1133-1142
 Amount: \$255,321.14
 Requisition No: 11430793
 Funding Doc: H91269-1133-1142
 Applies to: CLIN 6002

600202 N00174-11-PR-1136 168779.86
 LLA :
 AE 9700400.2612 6810 P0800 2565 9JDH97 012195 DJAC01363
 Standard Number: H91269-1133-1363
 Amount: \$168,779.86
 Requisition No: 11430796
 Funding Doc: H91269-1133-1363
 Applies to: CLIN 6002

9002 N00174-11-PR-1136 48112.00
 LLA :
 AE 9700400.2612 6810 P0800 2565 9JDH97 012195 DJAC01363
 Standard Number: H91269-1133-1363
 Amount: \$11,891.88
 Requisition No: 11430798
 Funding Doc: H91269-1133-1363
 Applies to: CLIN 9002

MOD 06 Funding 5906898.00
 Cumulative Funding 16604401.77

MOD 07 Funding 0.00
 Cumulative Funding 16604401.77

MOD 08

600203 130024301000001 120000.00
 LLA :
 AF 9720100.1220 4029 00000 2525 9JAA97 012195 DJAC21084
 Standard Number: H91269-1356-1084
 PR#1300243010
 PO#4530236303
 Funding Document: H91269-1356-1084
 Applies to: CLIN 6002
 Supports: COGNOS licenses
 Amt: \$120,000.00

MOD 08 Funding 120000.00
 Cumulative Funding 16724401.77

MOD 09

400301 130026746800001 4163661.43
 LLA :
 AG 9720100.1220 4029 00000 2525 9JAA97 012195 DJAC21182
 Standard Number: H91269-2080-1182
 Amount: \$4,281,399.43
 PR No: 1300267468

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Funding Doc: H91269-2080-1182
Applies to: CLIN 4003

400302 130026746400001 225000.00
LLA :
AH 9720400.2612 6810 P0800 2565 9JDH97 012195 DJAC11202
Standard Number: H91269-2082-1202
Amount: \$179,492.35
PR No: 1300267464
Funding Doc: H91269-2082-1202
Applies to: CLIN 4003

600301 1300267468 436338.57
LLA :
AG 9720100.1220 4029 00000 2525 9JAA97 012195 DJAC21182
Standard Number: H91269-2080-1182
Amount: \$436,338.57
PR No: 1300267468
Funding Doc: H91269-2080-1182
Applies to: CLIN 6003

900301 1300267468 30000.00
LLA :
AG 9720100.1220 4029 00000 2525 9JAA97 012195 DJAC21182
Standard Number: H91269-2080-1182
Amount: \$30,000.00
PR No: 1300267468
Funding Doc: H91269-2080-1182
Applies to: CLIN 9003

MOD 09 Funding 4855000.00
Cumulative Funding 21579401.77

MOD 10

400303 1300284474 1230783.57
LLA :
AJ 9720100.1220 5006 00000 2525 9JAA97 012195 DJAC21343
Standard Number: H91269-2174-1343
Amount: \$1,230,783.57
PR No: 1300284474
Funding Doc: H91269-2174-1343
Applies to: CLIN 4003

MOD 10 Funding 1230783.57
Cumulative Funding 22810185.34

MOD 11 Funding 0.00
Cumulative Funding 22810185.34

MOD 12

400301 1300284474 117738.00
LLA :
AG 9720100.1220 4029 00000 2525 9JAA97 012195 DJAC21182
Standard Number: H91269-2080-1182
Amount: \$4,281,399.43
PR No: 1300267468
Funding Doc: H91269-2080-1182
Applies to: CLIN 4003

600301 1300267468 (117738.00)
LLA :
AG 9720100.1220 4029 00000 2525 9JAA97 012195 DJAC21182
Standard Number: H91269-2080-1182
Amount: \$318,600.57
PR No: 1300267468
Funding Doc: H91269-2080-1182
Applies to: CLIN 6003

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MOD 12 Funding 0.00
Cumulative Funding 22810185.34

MOD 13 Funding 0.00
Cumulative Funding 22810185.34

MOD 14

400401 1300356731 3760756.92
LLA :
AK 97130100.1220 4029 00000 251A 9JAA97 012195 DJAC13A241
Standard Number: H91269-3134-A241
Amount: \$3,760,756.92
PR No: 1300356731
Funding Doc: H91269-3134-A241
Applies to: CLIN 4004

400402 1300356732 180000.00
LLA :
AL 97130400.2612 6810 P0800 253C 9JDH97 012195 DJAC13A242
Standard Number: H91269-3135-A242
Amount: \$180,000.00
PR No: 1300356732
Funding Doc: H91269-3135-A242
Applies to: CLIN 4004

600401 1300356731 324444.20
LLA :
AK 97130100.1220 4029 00000 251A 9JAA97 012195 DJAC13A241
Standard Number: H91269-3134-A241
Amount: \$324,444.20
PR No: 1300356731
Funding Doc: H91269-3134-A241
Applies to: CLIN 6004

900401 1300356731 34388.80
LLA :
AK 97130100.1220 4029 00000 251A 9JAA97 012195 DJAC13A241
Standard Number: H91269-3135-A241
Amount: \$34,388.80
PR No: 1300356731
Funding Doc: H91269-3135-A241
Applies to: CLIN 9004

MOD 14 Funding 4299589.92
Cumulative Funding 27109775.26

MOD 15

4002 N00174-11-PR-1136 (10000.00)
LLA :
AD 9710100.1220 4029 00000 2525 9JAA97 012195 DJAC11142
Standard Number: H91269-1133-1142
Amount: \$5,424,685.00
Requisition No: 11430784
Funding Doc: H91269-1133-1142
Applies to: CLIN 4002

600203 1300243010 (6000.00)
LLA :
AF 9720100.1220 4029 00000 2525 9JAA97 012195 DJAC21084
Standard Number: H91269-1356-1084
PR#1300243010
PO#4530236303
Funding Document: H91269-1356-1084
Applies to: CLIN 6002
Supports: COGNOS licenses
Amt: \$114,000.00

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MOD 15 Funding -16000.00
Cumulative Funding 27093775.26

MOD 16

400403 1300381260 1665269.00
LLA :
AK 97130100.1220 4029 00000 251A 9JAA97 012195 DJAC13A241
Standard Number: H91269-3134-A241
Amount: \$1,665,269.00
PR No: 1300381260
Funding Doc: H91269-3134-A241
Applies to: CLIN 0004

400404 1300381521 140047.00
LLA :
AN 97130100.1220 4029 00000 251A 9JAA97 012195 DJAC13A452
Standard Number: H91269-3247-A452
Amount: 140,047.00
PR No: 1300381521
Funding Doc: H91269-3247-A452
Applies to: CLIN 4004

600402 1300381521 121904.00
LLA :
AN 97130100.1220 4029 00000 251A 9JAA97 012195 DJAC13A452
Standard Number: H91269-3247-A452
Amount: \$121,904.00
PR No: 1300381521
Funding Doc: H91269-3247-A452
Applies to: CLIN 6004

MOD 16 Funding 1927220.00
Cumulative Funding 29020995.26

MOD 17 Funding 0.00
Cumulative Funding 29020995.26

MOD 18

400302 130026746400001 (45507.65)
LLA :
AH 9720400.2612 6810 P0800 2565 9JDH97 012195 DJAC11202
Standard Number: H91269-2082-1202
Amount: \$179,492.35
PR No: 1300267464
Funding Doc: H91269-2082-1202
Applies to: CLIN 4003

MOD 18 Funding -45507.65
Cumulative Funding 28975487.61

MOD 19

600102 N00174-10-PR-0804 (91608.68)
LLA :
AC 9700400.2612 6810 P0800 2574 9JDH97 012195 DJAC01230
Standard Number: H91269-0078-1230
Amt: \$78,753.46
Requisition No: 01100313
Funding Doc: H91269-0078-1230
Applies to: CLIN 6001

9001 N00174-10-PR-0804 (35382.83)
LLA :
AC 9700400.2612 6810 P0800 2574 9JDH97 012195 DJAC01230
Standard Number: H91269-0078-1230
Amt: \$11,147.17
Requisition No: 0110313
Funding Doc: H91269-0078-1230

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Applies to: CLIN 9001

MOD 19 Funding -126991.51
Cumulative Funding 28848496.10

MOD 20

9002 N00174-11-PR-1136 (36220.12)
LLA :
AE 9700400.2612 6810 P0800 2565 9JDH97 012195 DJAC01363
Standard Number: H91269-1133-1363
Amount: \$11,891.88
Requisition No: 11430798
Funding Doc: H91269-1133-1363
Applies to: CLIN 9002

MOD 20 Funding -36220.12
Cumulative Funding 28812275.98

MOD 21

4000 N00174-09-PR-1017 (158847.42)
LLA :
AA 9790100.1200 4029 00000 2525 9JAA 012195 DJAC91493
Standard Number: H91269-9141-1493-000
Applies to: CLIN 4000
Amount: \$4,680,029.58
Requisition No.: 91533643

6000 N00174-09-PR-0301 (5582.47)
LLA :
AA 9790100.1200 4029 00000 2525 9JAA 012195 DJAC91493
Standard Number: H91269-9141-1493-000
Applies to: CLIN 6000
Amount: \$318,241.53
Requisition No.: 91533643

900001 N00174-09-PR-1017 (40708.33)
LLA :
AA 9790100.1200 4029 00000 2525 9JAA 012195 DJAC91493
Standard Number: H91269-9141-1493-000
Applies to: CLIN 9000
Amount: \$4,289.44
Requisition No.: 91604645

MOD 21 Funding -205138.22
Cumulative Funding 28607137.76

SECTION H SPECIAL CONTRACT REQUIREMENTS

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:

ESTIMATED			
<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>PERIOD OF PERFORMANCE</u>
900001	[REDACTED]	[REDACTED]	27 June 2009 through 1 year
6000	[REDACTED]	[REDACTED]	27 June 2011 through 1 year
6002	[REDACTED]	[REDACTED]	27 June 2012 through 1 year
6003	[REDACTED]	[REDACTED]	27 June 2012 through 1 year
9003	[REDACTED]	[REDACTED]	27 June 2013 through 1 year
4000	[REDACTED]	[REDACTED]	27 June 2013 through 1 year
4004	[REDACTED]	[REDACTED]	27 June 2013 through 1 year
6004	[REDACTED]	[REDACTED]	
9004		[REDACTED]	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _4000,4001,4002,4003, 6000,6001,9001,9002__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.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(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) All proposed substitutes 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 forty-five (45) days, or ninety (90) 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

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resume of the proposed substitute; and (3) 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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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 contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract 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 contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract 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 contract.

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

IHD 1 - CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <https://cpars.csd.disa.mil> Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPARS. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
<u>Lori Anderson</u>	<u>(703) 679-3187</u>	<u>loanderson@caci.com</u>
_____	_____	_____

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H.2 ORGANIZATIONAL CONFLICTS OF INTEREST

1. Purpose. The purpose of this clause is to ensure that the contractor is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

2. Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in activities cover by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity. For the purpose of the clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

a. Participation in Related Procurements. The contractor shall be ineligible to participate in any Joint Staff capacity, in contracts, subcontracts, or proposals therefore (solicited and unsolicited) during the contract period of performance and for a period of **two years** after the completion of this contract with the exception of future Joint Staff procurements within scope of this contracts' PWS. Attempts to propose on future Joint Staff solicitations outside of this scope will require written approval of the Joint Staff Comptroller on a case-by-case basis.

b. Access To and Use of Information. If the contractor, in the performance of this contract, obtains access to information, including but not limited to plans, policies, reports, studies, financial plans, and other internal data generally exempt from release under the Freedom of Information Act, or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the Contracting Officer it shall not:

(1) use such information for any private purpose unless the information has been released or otherwise made available to the public by the **Joint Staff**.

(2) compete for work for the **Joint Staff** based on such information for a period of either two years after the completion of this contract or until such information is released or otherwise made available to the public by the Joint Staff, whichever is first; and

(3) release such information unless such information has previously been released or otherwise made available to the public by the **Joint Staff**.

(4) The contractor agrees that to the extent it receives or is given access under this contract to proprietary data or to other confidential or privileged technical, business, or financial information that is subject to third party contractual restrictions or is generally exempt from release under the Freedom of Information Act, it shall treat such information in accordance with any restrictions imposed on such information.

c. Disclosure after Award.

(1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure may include a description of any action which the contractor has taken or proposes to take avoid, neutralize, or mitigate any resulting conflict of interest. The Contracting Officer may, however, terminate the contract for convenience of the Government if it deems such termination to be in the best interest of the Government.

(2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest, the Contracting Officer may terminate this contract for default.

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d. Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

e. Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the Contracting Officer may grant such a waiver in writing.

f. Subcontracts.

(1) The contractor shall include a clause, substantially similar to this clause, including the paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor," and "contracting officer" shall be appropriately modified to preserve the Government's rights.

(2) Prior to the award under this contract of any such subcontractors for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant the disclosure required by the clause entitled Organizational Conflict of Interest Disclosure, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the Contracting Officer. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the Contracting Officer prior to entering into the subcontract.

g. Inherently Governmental Functions.

(1) IAW FAR 7.5 An inherently governmental function, as a matter of policy, is a function that is so intimately related to the public interest as to mandate performance by Government employees. An inherently governmental function includes activities that require either the exercise of discretion in applying governmental authority, or the making of value judgments in rendering decisions for the Government. Governmental functions normally fall into two categories: the act of governing (the discretionary exercise of Government authority) and monetary transactions and entitlements.

(2) The Contractor, in performance of their contractual responsibilities, shall not accomplish any inherently Government functions. This specifically includes approving or rejecting JS acquisition packages; determining what supplies or services the Government will procure; participating as a voting member on a contract source selection board; approving any contractual document, including defining requirements, plans, evaluation criteria; determining whether contract costs are reasonable, allocable and allowable; participating as voting member on contractor performance evaluation boards; gaining access to other contractor's proprietary data (unless the provisions below are met); receiving/acceptance/quality assurance; and routine voucher and invoice examination. If the contractor agrees not to compete on future JS acquisitions, the contractor will be allowed to provide acquisition support services that involve or relate to the evaluation of another contractor's performance; acquisition planning; contract management; technical evaluation of contract proposals; development of statements of work; and training.

h. Limitation to Systems Access.

(1) It is the Government's intent to prohibit contractors from approving and routing acquisition and finance packages.

(2) ACMS. The Joint Staff Acquisition Manager has the authority to limit the access of all contractors who are granted an ACMS account. To carry out their contractual obligations, the contractor may be granted limited ACMS access for the Joint Staff Directorate their contract supports. Additionally, contractors will only be able to view, open, create and edit ACMS packages and may be limited to the role of "Courtesy Copied" reviewer within their Joint Staff Directorate

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routing lists. At the Acquisition Manager's discretion, a "Security Group" may be created in ACMS to further limit contractor access.

(3) CABS. The Joint Staff Financial Manager has the authority to limit the access of all contractors who are granted a CABS account. Additionally, contractors may be granted access e able to view, open, create and edit CABS information.

i. Indemnification. The contractor shall hold the government harmless and will freely indemnify the government as to any cost/loss resulting from the unauthorized use or disclosure of any third-party proprietary information by its employees, the employees of subcontractors, or by its agents.

j. OCI Training. The contractor shall emphasize, through appropriate means (such as formal training and promulgation of company policies and procedures) the principles of FAR Subpart 9.5. Such inculcation shall include, but not be limited to, training to ensure that employees refrain from using or disclosing proprietary information except as provided by executed agreement or as allowed by the contract. Further, the contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the contractor, or thereafter, improperly disclose such data or information.

H.3 NOTIFICATION OF CONFLICT OF INTEREST REGARDING PERSONNEL

1. In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interests," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

2. The Contractor agrees to notify immediately the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract

3. The Contractor agrees to notify the Contracting Officer prior to performance under this contract when that employee may have a personal conflict of interest does not become known until after performance of the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

4. The Contractor agrees to insert, in any subcontract or consultant agreement placed hereunder, provisions, which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.4 SPECIAL ACCESS AND COMPETITIVE PROCUREMENT

1. Proprietary Data of Third Parties. Whenever performance of this contract requires access to another contractor's proprietary information, the contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to, for example to provide assistance during technical evaluation of other contractors' offers or products under this contract. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Officer within fifteen (15) calendar days of execution.

2. Proprietary Data Furnished by the Government. In the event the Government or proprietary data of third parties possessed by the Government is provided to the Contractor, the Contractor hereby

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agrees to protect such data from unauthorized use or disclosure as long as such data remains proprietary.

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SECTION I CONTRACT CLAUSES

Reference 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

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 365 Days of contract award; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- d. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

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Task Order Administration Plan

QASP

Performance Work Statement (revised mod 14)

CACI's small business subcontracting plan submitted 13 March 2009