

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4004	2. DELIVERY ORDER NO. 000310	3. EFFECTIVE DATE ORIG 05/23/2005 MOD 05/08/2007	4. PURCHASE REQUEST NO. N00178-07-MR-58639
-------------------------------------	---------------------------------	--	---

5. ISSUED BY NSWC, DAHLGREN DIVISION Stacey L Palivoda XDS119 17632 Dahlgren Road Suite 157 Dahlgren, VA 22448-5110 stacey.palivoda@navy.mil 540-653-4401 Ext.	CODE N00178	6. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE, MD 21202-5299	CODE S2101A
---	-------------	--	-------------

7. CONTRACTOR Advanced Technology & Research Corporation 15210 Dino Drive Burtonsville, MD	CODE 7S553	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	CODE HQ0338
------------------------------	--	-------------

13. TYPE OF ORDER	D	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.
-------------------	---	---	---

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.

Advanced Technology & Research Corporation

Jackson C. S. Yang,
President ATR

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
See the Following Pages					

*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 By: Constance M. Salisbury CONTRACTING/ORDERING OFFICER	05/10/2007	22. TOTAL \$328,620.00
---	--	------------	---------------------------

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

The purpose of this modification is to provide an increment of funds pursuant to FAR 52.232-22 Limitation of Funds (Apr 1984) and add a tasking requirement for NEO support by Mutual Agreement per e-mail from ATR dated 5/1/07.

The following NEO Program documentation needs to be written, soliciting inputs from NEO IPT members where appropriate.

* Security Classification Guide - the NEO SCG will be based on the Gunslinger SCG, but will be updated to include the USV, UAV, LBCS, and Communication Relay hardware/capability.

* COMSEC Plan - the COMSEC plan will be written to encompass all system components.

* Interface Control Documents - Several NEO interface control documents have been written. Some have not. These documents need to be consolidated, formatted, and, in some cases, written (based on inputs from NEO IPT members) into a compiled ICD.

* NEO Spiral 1 Capabilities Document - This document will identify threshold and objective capabilities for NEO Spiral 1 and all subsystems.

* System/Sub-System Design Documentation - This document will be written/compiled based on several different inputs from NEO design engineers. It will describe the system architecture and detailed designs of subsystems including GS-3 HMMWV, GS-3 USV, LBCS, Comms relay, and UAV.

A conformed copy of this Task Order is attached to this modification for information purposes only.

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$53978.00 from \$230219.00 to \$284197.00.

DISTRIBUTION:

G25/Larry Wicks

G25/Tim Etheridge

G82/Richard Lee Beale

ATR/David Lupi (dlupi@atrcorp.com)

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 Technical Services for engineering, technical, programmatic, and analytical support to the GUNSLINGER and PROJECT SHERIFF programs per the Statement of Work. \$306,096.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	Technical Services for engineering, technical, programmatic, and analytical support to the GUNSLINGER and PROJECT SHERIFF programs per the Statement of Work. (RDT&E)	883.0	LH	\$47,577.00	\$3,759.00	\$51,336.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BA	Holding SLIN for Option Year 1. (TBD)	2120.0	LH	\$19,031.00	\$1,505.00	\$20,536.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BB	Incremental Funding (RDT&E)	313.0	LH	\$17,262.00	\$1,363.00	\$18,625.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BC	Incremental Funding (RDT&E)	313.0	LH	\$17,262.00	\$1,363.00	\$18,625.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BD	Incremental Funding (RDT&E)	389.0	LH	\$21,459.00	\$1,695.00	\$23,154.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BE	Incremental Funding (RDT&E)	761.0	LH	\$41,962.00	\$3,314.00	\$45,276.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001CA	Holding SLIN for Option Year 2. (TBD)	377.0	LH	\$21,157.00	\$1,673.00	\$22,830.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001CB	Incremental Funding. (RDT&E)	459.0	LH	\$25,788.00	\$2,037.00	\$27,825.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001CC	Incremental Funding. (RDT&E)	459.0	LH	\$25,788.00	\$2,037.00	\$27,825.00

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001CD	Incremental Funding (RDT&E)	826.0	LH	\$46,399.00	\$3,665.00	\$50,064.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
0003	ODC's in support of 0001AA.			\$22,524.00

0003AA	ODC's in support of 0001AA. (RDT&E)	1.0 Lot	\$3,883.00
0003BA	Holding SLIN for Option Year 1. (TBD)	1.0 Lot	\$1.00
0003BB	Incremental Funding (RDT&E)	1.0 Lot	\$1,375.00
0003BC	Incremental Funding (RDT&E)	1.0 Lot	\$1,375.00
0003BD	Incremental Funding (RDT&E)	1.0 Lot	\$1,846.00
0003BE	Incremental funding (RDT&E)	1.0 Lot	\$4,724.00
0003CA	Holding SLIN for Option Year 2. (TBD)	1.0 Lot	\$1,056.00
0003CB	Incremental Funding (RDT&E)	1.0 Lot	\$2,175.00
0003CC	Incremental Funding. (RDT&E)	1.0 Lot	\$2,175.00
0003CD	Incremental Funding (RDT&E)	1.0 Lot	\$3,914.00

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

GUNSLINGER AND PROJECT SHERIFF SUPPORT

1.0 Background: For several years the Department of Defense (DoD) has pursued projects with the goal of detection and location of hostile fire. These projects have been conducted in response to operational needs identified by the Army, Marine Corps, and Special Operations Forces. Recently sensor technologies have become available which allow detection and location of gunfire in multiple spectra. These technologies are being further developed in several programs. In addition to the sensor technologies, the DoD has also pursued stabilized remote gun mounts which allow accurate fire to be provided against targets. These gun mounts can be cued by off-board sensors or in some cases can identify targets through the use of sensors organic to the gun mount.

2.0 Scope: The Gunslinger program is an effort to combine sensor and counter-fire technology to meet the identified operational needs. The Gunslinger program will be developed in multiple spirals from FY04 through FY07. The initial spiral concentrated on integrating existing technology in order to provide a demonstration system to be used by operational forces to experiment with and develop a Concepts of Operations. The objective system will be a fully integrated modular system, which will provide a multi-spectral omni-directional detection capability, with a stabilized multi-function omni-directional weapon mount. This system will be capable of integrating with a variety of manned and unmanned vehicles to meet multiple mission needs. This Statement of Work (SOW) identifies the tasks that the Contractor shall provide to support the engineering, technical, programmatic, and analytical needs of the Naval Surface Warfare Center, Dahlgren Division (NSWCDD) under SeaPort Contract PR N00178-05-NR-00200. The contractor shall provide support to the following NSWCDD G80 Programs/Projects: GUNSLINGER and PROJECT SHERIFF.

3.0 Requirements

3.1 The contractor shall provide technical support to the program/project engineering support staff by participating in technical meetings. Specific support will include documenting meeting results and the status of meeting action items and preparing technical presentation material, schedules, and charts.

3.2 The contractor shall provide support for developing, preparing, formatting, reviewing, maintaining, updating, and distributing various types of documentation.

3.3 The contractor shall provide test initiatives as needed.

4.0 Progress Reports – Monthly Progress & Cost reports are required.

5.0 Acceptance Plan

5.1 See Attachment entitled Quality Assurance Surveillance Plan (QASP). Performance will be evaluated in accordance with QASP attachment.

5.2 The TOM has the responsibility for Government Inspection and Acceptance. The TOM or a duly appointed representative, will perform inspection at the place of performance.

5.3 Criteria for Government Inspection and Acceptance will be verification of Contractor performance IAW the requirements under paragraph 3.0 of this Statement of Work (SOW).

5.4 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 which goes beyond the scope of the contract of this order.

5.5 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.

6.0 Places of Performance – Contractor facilities.

7.0 Security Requirements – The contractor shall have a SECRET clearance.

8.0 Government-Furnished Information Access permission to Government and Industry secured data websites will be furnished. Data processing equipment, computers, and all other electronic equipment are the responsibility of the contractor.

9.0 Contractor-Furnished Material & Equipment: (none)

10.0 Tools & Equipment No special equipment or tools are required.

11.0 Delivery Order Data Requirements

Report Name 1st Submission Date Subsequent Submission Date

SCHEDULES 15 DATO ASREQ

MANAGEMENT PLANS 15 DATO ASREQ

CONFERENCE ASREQ ASREQ

AGENDA/MINUTES

STUDIES __ DATO ASREQ

STATUS REPORT 15 DATO MONTHLY

CONTRACT FUNDS 45 DATO MONTHLY STATUS REPORT

SECTION D PACKAGING AND MARKING

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

SECTION E INSPECTION AND ACCEPTANCE

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

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Period of Performance:

CLIN 0001AA & CLIN 0003AA 23 May 2005 through 30 September 2005

CLIN 0001BA & CLIN 0003BA 01 October 2005 through 30 September 2006

CLIN 0001CA & CLIN 0003CA 01 October 2006 through 30 September 2007

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
0001AA	G22000/51240010	51336.00
LLA :		
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3105GNLSL2		
0003AA	G22000/51240010	3883.00
LLA :		
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3105GNLSL2		
MOD 3		
0001BB	G22000/52666452	18625.00
LLA :		
AB 97X4930.NH1E 000 77777 0 00178 2F 000000 21G3105GNLSL4		
0003BB	G22000/52666452	1375.00
LLA :		
AB 97X4930.NH1E 000 77777 0 00178 2F 000000 21G3105GNLSL4		
MOD 4		
0001BC	G22000/53420654	18625.00
LLA :		
AC 97X4930.NH1E 000 77777 0 00178 2F 000000 21G3106AGNSL		
0003BC	G22000/53420654	1375.00
LLA :		
AC 97X4930.NH1E 000 77777 0 00178 2F 000000 21G3106AGNSL		
MOD 5		
0001BD	G22000/60405027	23154.00
LLA :		
AD 97X4930.NH1E 000 77777 0 00178 2F 000000 21G3106BGNSL		
0003BD	G22000/60405027	1846.00
LLA :		
AD 97X4930.NH1E 000 77777 0 00178 2F 000000 21G3106BGNSL		
MOD 6		
0001BE	G22000/61650847	45276.00
LLA :		
AE 97X4930.NH1E 000 77777 0 00178 2F 000000 21G3106DGNSL		
0003BE	G22000/61650847	4724.00
LLA :		
AE 97X4930.NH1E 000 77777 0 00178 2F 000000 21G3106DGNSL		
MOD 8		
0001CB	G22000/62922607	27825.00
LLA :		
AF 1761319 W3DT 000 RAD5D 0 068342 2D 000000 029180005470		
Standard Number: N0001406WX30153:AA		
Incremental funding.		
0003CB	G22000/62922607	2175.00
LLA :		
AF 1761319 W3DT 000 RAD5D 0 068342 2D 000000 029180005470		
Standard Number: N0001406WX30153:AA		
Incremental Funding.		
MOD 9		
0001CC	G22000/70871378	27825.00
LLA :		
AG 97 60400.1120 P6826 0401 2522 S49447 DWAM60628		
Standard Number: DWAM60628:AA		
Incremental Funding		
0003CC	G22000/70871378	2175.00
LLA :		
AG 97 60400.1120 P6826 0401 2522 S49447 DWAM60628		
Standard Number: DWAM60628:AA		
Incremental Funding		
MOD 10		
0001CD	G22000/71098648	50064.00
LLA :		
AG 97 60400.1120 P6826 0401 2522 S49447 DWAM60628		
Standard Number: DWAM60628:AA		
Incremental Funding		
0003CD	G22000/71098648	3914.00
LLA :		
AG 97 60400.1120 P6826 0401 2522 S49447 DWAM60628		
Standard Number: DWAM60628:AA		
Incremental Funding		

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 2080 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.

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

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 40 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 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:

ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE TOTAL ESTIMATED POP

(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 _____ 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

Attn: Mr. Robert Miller

Silver Spring Branch

New Cumberland Sub Office

54 M Avenue, Suite 7

New Cumberland, PA 17070

Phone: 717-770-8477

E-mail: Robert.Miller@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:

17320 Dahlgren Road

Dahlgren, VA 22448-5100

Or E-mail: bill.grigsby@navy.mil

Contract Specialist:

Naval Surface Warfare Center Dahlgren Division

Code: XDS112

17320 Dahlgren Road

Dahlgren, VA 22448-5100

Or E-mail: stacey.palivoda@navy.mil

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.

(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.

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, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCCD when NSWCCD is the 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.

Ddl-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 7.9% 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.

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.

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) 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 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 NSWCCD Solicitation/Order N00024-05-R-3140 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.

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.

SECTION J LIST OF ATTACHMENTS

Contract Security Classification Specification
Quality Assurance Surveillance Plan (QASP)
TOM Appointment Letter
ACRN Sheet