

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4004	2. DELIVERY ORDER NO. 000215	3. EFFECTIVE DATE ORIG 05/23/2005 MOD 03/25/2008	4. PURCHASE REQUEST NO. N00178-08-MR-65200
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5. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 michelle.arevalo@navy.mil 540-653-7478	CODE N00178	6. ADMINISTERED BY DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A
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7. CONTRACTOR Advanced Technology & Research Corporation 6650 Eli Whitney Drive Suite 400 Columbia MD 21046-1701	CODE 7S553	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			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
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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.
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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.

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: Amy T. Richards CONTRACTING/ORDERING OFFICER	05/09/2008	22. TOTAL \$263,676.00
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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		

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GENERAL INFORMATION

The purpose of this modification is to move ceiling from CLIN 0003 to 0001, add funds in the amount of \$18,676.00 and extend the period of performance through 30 June 2008. 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 \$18,676.00 from \$245,000.00 to \$263,676.00 thereby fully funding this task order. Accordingly, said Task Order is modified as follows:

CLIN	Original Award		Realignment
0001	Est. Cost	\$222,462.00	\$237,102.00
	Fixed Fee	\$17,574.00	\$17,574.00
	Total Est. Cost & Fee	\$240,036.00	\$254,676.00
0003	Est. Cost	\$23,640.00	\$9,000.00
Total		\$263,676.00	\$263,676.00

MOD 15

0001AM W63000/8071501A 15000.00
 LLA :
 AF 97X4930 NH1E 000 77777 0 000178 2F 000000 21WDX08ES711

0001AN W63000/8079532A 3676.00
 LLA :
 AF 97X4930 NH1E 000 77777 0 000178 2F 000000 21WDX08ES711

Distribution:
 Hitendra Thakkar/G71
 Contractor: David Lupi/ dlupi@atrcorp.com

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$18676.00 from \$245000.00 to \$263676.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

0001						\$254,676.00
0001AA	Technical Services for engineering, technical, programmatic, and analytical support to the AGS, CIGS, and LRLAP programs per the Statement of Work. (RDT&E)	0.0	LH	\$0.00	\$0.00	\$0.00
0001AB	Incremental Funding in the amount of \$46,000 for CLIN 0001 (RDT&E)	399.0	LH	\$42,633.00	\$3,367.00	\$46,000.00
0001AC	incremental funding for labor (RDT&E)	87.0	LH	\$9,269.00	\$731.00	\$10,000.00
0001AD	Incremental funding in the amount of \$15,000.00. The From date should be 5/23/2005 however Seaport will not allow the correction back past 2006. (RDT&E)	130.0	LH	\$13,903.00	\$1,097.00	\$15,000.00
0001AE	Incremental funding for CLIN 0001. (OTHER)	217.0	LH	\$23,171.00	\$1,829.00	\$25,000.00
0001AF	Incremental Funding in the amount of \$10,000 for CLIN 0001. (OTHER)	87.0	LH	\$9,269.00	\$731.00	\$10,000.00
0001AG	Incremental Funding for CLIN 0001. The From date should be 5/23/2005 however Seaport will not allow the correction back	303.0	LH	\$32,438.00	\$2,562.00	\$35,000.00

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past 2006.
(OTHER)

0001AH	Incremental Funding. The From date should be 5/23/2005 however Seaport will not allow the correction back past the beginning of the FY. The end date is exteded to July 22, 2007 per modificaiton 09. (OTHER)	390.0 LH	\$41,706.00	\$3,294.00	\$45,000.00
0001AJ	Incremental funding to extend the POP through July 22, 2007. (SCN)	173.0 LH	\$18,537.00	\$1,463.00	\$20,000.00
0001AK	Incremental Funding for work through December 31, 2007. (OTHER)	173.0 LH	\$18,537.00	\$1,463.00	\$20,000.00
0001AL	Icremental Funding (SCN)	87.0 LH	\$9,268.00	\$732.00	\$10,000.00
0001AM	Incremental Funding (SCN)	130.0 LH	\$14,695.00	\$305.00	\$15,000.00
0001AN	Incremental Funding (SCN)	32.0 LH	\$3,676.00	\$0.00	\$3,676.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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0003	ODC's in support of 0001AA			\$9,000.00
0003AA	ODC's in support of 0001AA. (RDT&E)	1.0	Lot	\$0.00
0003AB	Incremental Funding in the amount of \$4,000 for CLIN 0003. (RDT&E)	1.0	Lot	\$4,000.00
0003AC	Incremental funding (OTHER)	1.0	Lot	\$5,000.00

The final Fixed Fee will be determined IAW the attached Quality Assurance Surveillance Plan (QASP).

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

ADVANCED GUN SYSTEMS (AGS), CLOSE IN GUN SYSTEM (CIGS) AND LONG RANGE LAND ATTACK PROJECTILE (LRLAP) SUPPORT

1.0 Background: NSWC Dahlgren has been tasked by PMS 500 to provide engineering support for the AGS, CIGS, and LRLAP.

2.0 Scope: 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-00224. The contractor shall provide support to the following NSWCDD G31 Programs: Advanced Gun System (AGS), Close-In Gun System (CIGS), and Long Range Land Attack Projectile (LRLAP).

Performance Objectives

Program Support - Provide Program Office Support per paragraph 4.2.

SSWG Support- Support System Safety Working Group (SSWG) for AGS, CIGS, and LRLAP per paragraph 4.3.

Technical Review of Document - Review and Provide Technical Comments to DD(X) safety-related contract deliverables per paragraph 4.4.

Support WSESRB Reviews - Provide Advice & Guidance on reporting to Weapon System Explosive Safety Review Board (WSESRB) and its subordinate boards and technical review panels per paragraph 4.5.

3.0 Applicable Documents: The contractor shall be familiar with all Government & NATO safety-related standards and specifications. These include, but are not limited to:

- MIL-STD-464
- MIL-STD-882
- MIL-STD-1316
- MIL-STD-2105
- MIL-S-901
- MIL-STD-1901
- NAVSEAINST 8020.5
- STANAG 4404

4.0 Requirements

4.1 Program Support The contractor shall provide Program Office support if required, but not limited to: Risk Assessments, Program Status; Award Fee Recommendations; Safety Assessments, Hazard Analysis; and WSESRB data packages. Specific support will typically include: reporting on and documenting action items; preparing technical presentation materials, schedules and charts; providing technical support during meetings; and resolving action

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items.

4.2 System Safety Working Groups (SSWG) - The contractor shall support System Safety Working Groups supporting the AGS, LRLAP, and CIGS. This support shall include document review, preparation, and briefing Government position on safety agenda items.

4.3 Review & Provide Technical Comments to CDRLs – The contractor shall review DD(X) safety-related contract deliverables and provide written comments as required to support program deadlines. These deliverables shall include, but are not limited to: system safety program plans; system hazard analyses; subsystem hazard analyses; Operations & Support hazard analyses; Test plans; test procedures; fault tree analyses. Comments and recommendations shall be provided in MS Word in the format of an Executive Summary Memorandum and delivered by email.

4.4 Provide Advice & Guidance Supporting WSESRB Reviews – The contractor shall have the experience to provide advice and guidance to PMS 500 on reporting to the WSESRB, Fuze Initiation System Technical Panel (FISTRP), Insensitive Munitions (IM) Office, and Software System Safety Technical Review Panel (SSSTRP). This advice shall include recommendations on the timing, content, and structure of any briefing materials and supporting data packages. Advice and recommendations shall be provided in MS Word in the format of an Executive Summary Memorandum and delivered by email.

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

6.0 Acceptance Plan

6.1 See Attachment entitled Quality Assurance Surveillance Plan. Performance will be evaluated in accordance with the QASP attachment.

6.2 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.

6.3 Criteria for Government Inspection and Acceptance will be verification of Contractor performance IAW the requirements under paragraph 4.0 of this Statement of Work (SOW).

6.4 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.

6.5 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.

7.0 Places of Performance – Contractor facilities.

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

9.0 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.

10.0 Contractor-Furnished Material & Equipment: (none)

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

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12.0 Delivery Order Data Requirements

CLIN Title of Data Item Frequency Distribution

A001 Technical Report-Study/Services As Required G71/Bell, G71/Gmitter

A002 Contractor's Progress And Cost Reports Monthly G71/Bell G71/Gmitter

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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 shall be performed at Destination by the Government.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Period of Performance: 23 May 2005 through 30 June 2008 per Modificaiton 15.

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SECTION G CONTRACT ADMINISTRATION DATA

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 20 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

Fee Reduction = Fee (Required LOE minus Expended LOE)

divided by Required LOE

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

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(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

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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:

Naval Surface Warfare Center Dahlgren Division

John D. Rinko

17320 Dahlgren Road

Dahlgren, VA 22448-5100

Or E-mail: john.rinko@navy.mil

Contract Specialist:

Naval Surface Warfare Center Dahlgren Division

Code: XDS112

17320 Dahlgren Road

Dahlgren, VA 22448-5100

Or E-mail: linda.wilkes@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

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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

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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 7.90% 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.

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Accounting Data
SLINID  PR Number      Amount
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0001AB  G70000/51322093    46000.00
LLA :
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 21NDX05G103B

0003AB  G70000/51322093     4000.00
LLA :
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 21NDX05G103B
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MOD 3

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0001AC  G71000/53356475    10000.00
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LLA :
AB 97X4930.NH1E 000 77777 0 000178 2F 000000 21NDX06413GN
Incremental funding for labor.

MOD 4

0001AD G71000/60312273 15000.00
LLA :
AB 97X4930.NH1E 000 77777 0 000178 2F 000000 21NDX06413GN
Incremental Funding

MOD 5

0001AE G32000/60821144 25000.00
LLA :
AB 97X4930.NH1E 000 77777 0 000178 2F 000000 21NDX06413GN

MOD 6

0001AF G31000/61711833 10000.00
LLA :
AB 97X4930.NH1E 000 77777 0 000178 2F 000000 21NDX06413GN

MOD 7

0001AG G31000/62232441 35000.00
LLA :
AB 97X4930.NH1E 000 77777 0 000178 2F 000000 21NDX06413GN

MOD 8

0001AH G31000/63426665 45000.00
LLA :
AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21WDX071AGSX
0003AC G31000/63426665 5000.00
LLA :
AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21WDX071AGSX

MOD 9

0001AJ G71000/71423855 20000.00
LLA :
AD 97X4930.NH1E 000 77777 0 000178 2F 000000 21WDX07X1SGC

MOD 11

0001AK G71000/72616316 20000.00
LLA :
AD 97X4930.NH1E 000 77777 0 000178 2F 000000 21WDX07X1SGC

MOD 13

0001AL W63000/7330500A 10000.00
LLA :
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 21WDX07SGE10

MOD 15

0001AM W63000/8071501A 15000.00
LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 21WDX08ES711
0001AN W63000/8079532A 3676.00
LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 21WDX08ES711

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

MANDATORY REQUIREMENT

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

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).

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(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 NSWCD 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.

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SECTION I CONTRACT CLAUSES

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

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirements List
Quality Assurance Surveillance Plan
DD254
TOM Appointment Letter
Funding Profile