

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 16-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. MOD 08		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 stacey.palivoda@navy.mil 540-653-8133	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
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DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Advanced Technology & Research Corporation 6650 Eli Whitney Drive Suite 400 Columbia MD 21046-1701	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4004-0006
	10B. DATED (SEE ITEM 13) 17-Sep-2008
CAGE CODE 7S553	FACILITY CODE 016565277

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Charles E. Thompson, Jr., Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Charles E. Thompson, Jr. (Signature of Contracting Officer)	16C. DATE SIGNED 16-Sep-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to provide an increment of funding. Accordingly, said Task Order is modified as follows:

Funding is provided per Section G.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$5,682.00 from \$264,385.00 to \$270,067.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400005	RDT&E	0.00	5,682.00	5,682.00

The total value of the order is hereby increased by \$0.00 from \$270,067.00 to \$270,067.00.

Distribution

Contractor - Sherri Harman (sharman@atrcorp.com); David Lupi (dlupi@atrcorp.com);
G71 / Hitendra Thakkar (hitendra.thakkar@navy.mil)
G71 / Nicholas Dunford (nicholas.dunford@navy.mil)
G33 / William Loutzenhiser (william.loutzenhiser@navy.mil)

AID - 122387
FSC - AD25

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

1000	Engineering, technical, programmatic and analytical needs for the following programs; Advanced Gun System (AGS), Long Range Land Attack Projectile (LRLAP) and Close-in Gun Systems (CIGS) in accordance with Section C, Statement of Work. (TBD)		1.0 Lot	\$77,242.00	\$6,102.00	\$83,344.00
100001	INCREMENTAL FUNDING (TBD)					
100002	INCREMENTAL FUNDING (RDT&E)					
100003	INCREMENTAL FUNDING (RDT&E)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	Other Direct Costs for CLIN 1000 (OTHER)		1.0 Lot	\$2,000.00
300001	INCREMENTAL FUNDING (RDT&E)			

For Cost Type Items:

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

4000	Engineering, technical, programmatic and analytical needs for the following programs; Advanced Gun System (AGS), Long Range Land		1.0 Lot	\$167,196.00	\$13,209.00	\$180,405.00

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Attack Projectile
(LRLAP) and
Close-in Gun
Systems (CIGS) in
accordance with
Section C,
Statement of
Work. (OTHER)

400001 INCREMENTAL
FUNDING (SCN)

400002 INCREMENTAL
FUNDING (OTHER)

400003 INCREMENTAL
FUNDING (OTHER)

400004 INCREMENTAL
FUNDING (RDT&E)

400005 INCREMENTAL
FUNDING (RDT&E)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Other Direct Costs for CLIN 4000. (OTHER)		1.0 Lot	\$4,318.00
600001	INCREMENTAL FUNDING (SCN)			

USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

TYPE OF ORDER

This is a Term (LOE) order.

Items in the 1x00 and the 4x00 series are cost plus fixed fee type

Items in the 3x00 and the 6x00 series are cost type

ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost,

or fixed fee of the task order.

EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this task order, both the Government and the Contractor

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

ADVANCED GUN SYSTEM (AGS), CLOSE-IN GUN SYSTEM (CIGS) AND LONG RANGE LAND ATTACK PROJECTILE (LRLAP) SUPPORT for DDG-1000

1.0 Background: NSWC Dahlgren Division (NSWCDD) has been tasked by PMS 500 to provide engineering support for the AGS, CIGS, and LRLAP for the Navy's DDG-1000.

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 NSWCDD under SeaPort Contract PR N00178-04-D-4004. The contractor shall provide Safety engineering support to the following NSWCDD G30/G70 Programs: Advanced Gun System (AGS), Close-In Gun System (CIGS), and Long Range Land Attack Projectile (LRLAP).

2.1 Performance Objectives

2.1.1 Program Support - Provide Program Office Support per paragraph 4.1.

2.1.2 SSWG Support- Support System Safety Working Group (SSWG) for AGS, CIGS, and LRLAP per paragraph 4.2.

2.1.3 Technical Review of Document - Review and Provide Technical Comments to DDG-1000 safety-related contract deliverables per paragraph 4.3.

2.1.4 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 4.4.

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:

- AOP-7
- OP-4
- MIL-S-901
- MIL-STD-331
- MIL-STD-464
- MIL-STD-810
- MIL-STD-882
- MIL-STD-1316
- MIL-STD-1472
- MIL-STD-2105
- MIL-STD-1901
- NAVSEAINST 8020.5
- NAVSEAINST 8020.6
- STANAG 4404

4.0 Requirements

4.1 Program Support - The contractor shall provide Program Office support for the following: Risk Assessments, Program Status; Safety Assessments, Hazard Analyses; 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 items. Knowledge of DDG-1000 platform Safety organization, plans, and processes is required.

4.2 System Safety Working Group (SSWG) - The contractor shall support System Safety Working Groups

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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 DDG-1000 safety-related contract deliverables and provide written comments as required, supporting program deadlines. These deliverables shall include, but are not limited to: System Safety Program Plans; Preliminary Hazard Analyses; System Hazard Analyses; Sub-System 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 on reporting to the WSESRB, Fuze Initiation System Technical Panel (FISTRP), Insensitive Munitions (IM) Office, OP-4 Technical Review Panel (OP-4TRP), 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.

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.

12.0 Delivery Order Data Requirements:

CLIN Title of Data Item Frequency Distribution

A001 Technical Report-Study/Services As Required G71/TOM

A002 Contractor's Progress And Cost Reports Monthly G71/TOM, XDS11

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

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

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority. If the contractor requires access to applications/systems that utilize public key (PK) cryptography, the contractor is responsible for obtaining requisite PK certificates from a DOD or External Certificate Authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS

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shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCCD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCCD IS Security Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited in accordance with the Defense Information Technology System Certification and Accreditation Process by the cognizant NSWCCD DAA. ISs processing classified information will be accredited by Defense Security Services (DSS).

DIGITAL DELIVERY OF DATA

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

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

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

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

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

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

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

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

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential

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

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

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

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

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

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

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

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

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report: (1) name and business address of the Contractor ; (2) contract number and task order; (3) task order dollar amount; (4) sponsor: (Name of Individual Sponsor); (Name of Requiring Activity) (City and State).

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at NSWCDD, Dahlgren, VA by the Task Order Manager (TOM).

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Attachment J.2 - Quality Assurance Surveillance Plan (QASP).

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	9/17/2008 - 9/16/2009
3000	9/17/2008 - 9/16/2009
4000	9/17/2009 - 9/16/2010
6000	9/17/2009 - 9/16/2010

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

The Government plans to include a table as an attachment to this Task Order that identifies, by funded project/work area/Technical Instruction, all applicable ACRNs, SLINs, amounts, appropriation type, expiration date, applicable mod number, Technical Instruction Number (if applicable), and Government Technical Point of Contact. This attachment will be updated with every modification that affects funding under the Task Order.

TASK ORDER ADMINISTRATION DATA - POINTS OF CONTACT

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

Name: Hitendra K. Thakkar
Address: G71
Naval Surface Warfare Center, Dahlgren Division
5375 Marple Road, Suite 152
Dahlgren, VA 22448-5155
Phone: (540) 653-8967
Email: hitendra.thakkar@nav.mil

The Contracting Officer is:

Name: Charles E. Thompson, Jr.
Address: CXS11-10
Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, VA 22448-5110
Phone: (540) 653-7094
Email: charles.e.thompson@navy.mil

The Contract Specialist is:

Name: Stacey L. Palivoda
Address: CXS11-9
Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
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Phone: (540) 653-8133
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WAWF INVOICE INSTRUCTIONS

(a) In accordance with the Section I clause DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS, the Naval Surface Warfare Center, Dahlgren Division (NSWCDD) will utilize the Department of Defense (DoD) Wide Area Workflow (WAWF) Receipt and Acceptance system to accept supplies /services delivered under this order. This web-based system located at <https://wawf.eb.mil> provides the technology for DoD contractors and authorized DoD personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this order shall be submitted electronically through WAWF. Submission of hard copy DD250s and Invoices will 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 submission of invoices use the online training system for WAWF at <http://wawftraining.com>. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>.

(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 must 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 person responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The following information is provided for completion of the invoice in WAWF:

PAY DODAAC:	HQ0338
WAWF Invoice Type	Cost Voucher
Issue By DODAAC	N00178
Admin DODAAC:	S2101A
LPO DODAAC:	Leave Blank
DCAA Auditor DODAAC (if applicable)	HAA719

Attachments created in any Microsoft Office product may be attached to the WAWF invoice (e.g., backup documentation such as delivery receipts, etc.). Maximum limit for size of each attachment file is 2 MB. Maximum file size per invoice is 5 MB.

(e) After clicking the submit button a Notice of Successful / Unsuccessful Submission will appear. This screen contains a "Send More E-mail Notifications" button. Click on this button and add the e-mail addresses listed below and others if desired. This additional notification is important to ensure the Government receiver/acceptor is aware that the invoice documents have been submitted into the WAWF system.

hitendra.thakkar@navy.mil	TOM
stacey.palivoda@navy.mil	Contract Specialist

(f) For functional support please call the NSWCDD WAWF Representative Jay Hartwell at 540-653-4104 or Sherry Moore at 540-653-7499.

(g) The contractor shall submit invoices for payment per order terms.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

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	TOTAL LABORHOURS	COMPENSATED	UNCOMPENSATED
BASE PERIOD	1,010	1,010	
OPTION 1	1,010	1,010	

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

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this order 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 (unless telecommuting is specifically addressed in the contractor's/subcontractor's personnel policy and presented in the proposal), 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 order shall be expended at an average rate of approximately _____ hours per week. It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total labor-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 labor 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 order and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by task order modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total labor 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 order, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

or (ii) subject to the provisions of the clause of this order 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 labor hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this order.

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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 order. 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 labor hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of labor 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 task order for the period. Within 45 days after completion of the work under the order, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this order 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) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total labor 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.

FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

CLIN	TOTAL ECPFF	FUNDS THIS ACTION	PREVIOUS FUNDING	TOTAL FUNDED AMOUNT	BALANCE UNFUNDED	FUNDED LABOR HOURS
1000	\$83,344	\$0	\$83,344	\$83,344	\$0	687
3000	\$2,000	\$0	\$2,000	\$2,000	\$0	N/A
4000	\$180,405	\$5,682	\$174,723	\$180,405	\$0	2,582
6000	\$4,318	\$0	\$4,318	\$4,318	\$0	N/A
TOTAL	\$270,067	\$5,682	\$264,385	\$270,067	\$0	3,188

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

In accordance with the basic contract, the funding profile is as follows:

CLIN	ALLOTTED TO COST	ALLOTTED TO FEE	TOTAL	MONTHS
1000	\$77,242	\$6,102	\$83,344	12
3000	\$2,000	\$0	\$2,000	0
4000	\$167,196	\$13,209	\$180,405	12
6000	\$4,318	\$0	\$4,318	0
TOTAL	\$250,756	\$19,311	\$270,067	24

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

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(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to the percentage of the CLINs in Section B, of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE". Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in the contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this order, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this order, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this order.

(d) Fee(s) withheld pursuant to the terms and conditions of this order shall not be paid until the order has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(e) Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

(f) The fee reduction process applies to all period regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this order is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice.

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEES (LEVEL OF EFFORT) above states that fixed fee payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice. The contractor shall use that rate to invoice fixed fee. This rate could vary by Task Order period (Base Period, Option 1, etc.).

(b) The clause entitled "ALLOTMENT OF FUNDS" in this Section provides the cumulative amount funded. Separate amounts are provided for Estimated Cost and Fixed Fee. The funded fixed fee is based on the ratio of negotiated Fixed Fee to Estimated Cost in Section B (including Facilities Capital Cost of Money) for the applicable Task Order period. When obligating labor funds, the SeaPort-e software computes, for the Government, separate cost and fee amounts for each increment of funds. These amounts are then used by the Government to complete the "ALLOTMENT OF FUNDS" clause. The contractor is not authorized to invoice in excess of the funded fee dollars shown in the ALLOTMENT OF FUNDS" clause for each Labor CLIN.

FINALIZED FIXED FEE

The fixed fee for each period (base, option 1, etc.) will be finalized based on the total number of hours provided (both compensated and uncompensated, if applicable).

If 100% or more of both of the compensated and uncompensated hours are provided, the contractor will receive the full fixed fee.

If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as

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follows:

Step 1 - The fee will be reduced proportionate to the compensated hours provided - i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Step 2 - If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e., if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced by 20%.

Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

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

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for 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 Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(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 CONUS 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,

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firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to subcontractors and consultants.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance and shall not follow any verbal directions to the contrary. A determination of cost allowability for time lost due to facility closure will be made in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

```
Accounting Data
SLINID  PR Number          Amount
-----
100001  W63000/8256669A      50000.00
LLA :
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 21WDX08ES332
INCREMENTAL FUNDING
```

```
BASE Funding 50000.00
Cumulative Funding 50000.00
```

MOD 01

```
100002  G71000/9134126A      15000.00
LLA :
AB 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A09R1SAF
INCREMENTAL FUNDING
```

```
300001  G71000/9134126A      5000.00
LLA :
AB 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A09R1SAF
INCREMENTAL FUNDING
```

```
MOD 01 Funding 20000.00
Cumulative Funding 70000.00
```

MOD 02

```
100003  G71000/9231143A      20000.00
LLA :
AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A09R1PM1
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INCREMENTAL FUNDING

MOD 02 Funding 20000.00
Cumulative Funding 90000.00

MOD 03

400001 G71000/9254413A 40000.00
LLA :
AD 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3B09S1PMT
INCREMENTAL FUNDING

600001 G71000/9254413A 10000.00
LLA :
AD 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3B09S1PMT
INCREMENTAL FUNDING

MOD 03 Funding 50000.00
Cumulative Funding 140000.00

MOD 04

100003 G71000/9231143A (1656.00)
LLA :
AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A09R1PM1
INCREMENTAL FUNDING

300001 G71000/9134126A (3000.00)
LLA :
AB 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A09R1SAF
INCREMENTAL FUNDING

MOD 04 Funding -4656.00
Cumulative Funding 135344.00

MOD 05

400002 G33/9358205A 5761.00
LLA :
AE 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A10R1PML
INCREMENTAL FUNDING

MOD 05 Funding 5761.00
Cumulative Funding 141105.00

MOD 06

400003 G71000/0053166A 100000.00
LLA :
AF 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A10R1SAF
INCREMENTAL FUNDING

MOD 06 Funding 100000.00
Cumulative Funding 241105.00

MOD 07

400004 G71000/0232336A 28962.00
LLA :
AF 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A10R1SAF
INCREMENTAL FUNDING

600001 G71000/9254413A (5682.00)
LLA :
AD 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3B09S1PMT
INCREMENTAL FUNDING

MOD 07 Funding 23280.00
Cumulative Funding 264385.00

MOD 08

400005 G71000/0253152A 5682.00
LLA :
AF 97X4930.NH1E 000 77777 0 000178 2F 000000 21G3A10R1SAF
INCREMENTAL FUNDING

MOD 08 Funding 5682.00

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Cumulative Funding 270067.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by start date of task order performance. In addition, all mandatory requirements must be maintained through the life of the order. The mandatory requirements are as follows:

Requirement 1: Facility Security Clearance: The offeror's primary facility must have a SECRET security clearance.

Requirement 2: Key Personnel Security Clearances: All personnel shall have a SECRET level security clearance. An Interim clearance is acceptable.

Requirement 3: Facility Location: The offeror's facility must be located within 60 minutes of NSWCDD, Dahlgren Division.

Requirement 4: OCI Certification /Mitigation plan: The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest. The certification and/or mitigation plan shall cover all team members.

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.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in an attachment to the order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted simultaneously to the Contract Specialist and the Task Order Manager (TOM) and approved prior

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to the individual being allowed to charge to the order.

POST AWARD CONTRACT PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key personnel and non-key personnel qualifications certification may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

RESUME FORMAT AND CONTENT REQUIREMENTS

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

(a) COMPLETE NAME

(b) CONTRACT LABORCATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total man-year the amount of time the individual shall be dedicated to the resultant contract. 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) CHRONOLOGICAL WORK HISTORY/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 prescribed 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 rejection of the resume.

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, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offerors ability to perform the contract. The following format is preferred:

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

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(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format, and forwarded electronically to the Government. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Order N00024- (insert appropriate solicitation or contract number) 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.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

SAVINGS INITIATIVES

The following cost savings initiatives are required under this order:

There will be a 3.1% cost savings for year 2. This cost savings and procedure are outlined in the cost and saving section of ATR's Seaport Enhanced proposal. This will be achieved through labor mix balancing, increasing the use of management technology tools and/or indirect cost reductions.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION)

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the time periods specified in Section B, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This 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.

52.244-2 SUBCONTRACTS (AUG 1998); ALTERNATE 1 (JAN 2006)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing subcontracts added during task order performance.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

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- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause. (REPLACED BY ALTERNATE 1 BELOW)
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

 *to be identified at time of award_____

(End of clause)

Alternate I (Jan 2006).

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(f)(1)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(2) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

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SECTION J LIST OF ATTACHMENTS

J.1 Contract Security Classification Specificaiton DD254

J.2 Quality Assurance Surveillance Plan