

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 27-Apr-2010	4. REQUISITION/PURCHASE REQ. NO. 00951261	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 maria.e.gomez@navy.mil 540-653-3094	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) HART Technologies Inc 7060 Infantry Ridge Road Manassas VA 20109		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5085-0002
		10B. DATED (SEE ITEM 13) 20-Jan-2009
CAGE CODE 1Q3J5	FACILITY CODE 110746802	

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.

<input type="checkbox"/>	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"/>	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) Unilateral modification pursuant to FAR 52.232-22 Limitation of Funds and mutual agreement

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) Kathryn B Hall, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Kathryn B Hall (Signature of Contracting Officer)	16C. DATE SIGNED 27-Apr-2010
(Signature of person authorized to sign)			

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3. Based on the information provided in (1) and (2), the following changes are made to CLIN 4100:

Increase the quantity of Labor Hours by: 11,095
from: 10,980
to: 22,075

Increase the estimated cost by: \$920,906
from: \$911,368
to: \$1,832,274

Increase the Fixed Fee by: \$73,673
from: \$72,910
to: \$146,583

Increase the Estimated Cost Plus Fixed Fee by: \$994,579
from: \$984,278
to: \$1,978,857

4. Order ceiling is moved forward from CLIN 3000 Base Period ODCs to CLIN 4100 Option 1 period ODCs, to provide for additional support required under this order.

The following changes are made to CLIN 3000:

Decrease the estimated cost by: \$7,141
from: \$1,362,141
to: \$1,355,000

5. Order ceiling is reallocated from CLIN 6400 Option Period 4 ODCs to CLIN 6100 Option 1 period ODCs, to provide for additional support required under this order.

The following changes are made to CLIN 6400:

Decrease the estimated cost by: \$750,778
from: \$750,778
to: \$0

6. Based on the information provided in (4) and (5), the following changes are made to CLIN 6100:

Increase the estimated cost by: \$757,919
from: \$1,044,482
to: \$1,802,401

7. Incremental funds totaling \$50,000 are obligated. The following SLIN has been added to Section B of the order. The Associated Accounting and Appropriation Data is provided in Section G, Accounting Data, under MOD 11.

CLIN	SLIN	ACRN	AMOUNT
4100	04	AQ	\$50,000

In Section G, the clauses NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS and FUNDING PROFILE are updated to reflect the funding obligated under this modification.

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3. In Section G, clause 5252.216-9122 LEVEL OF EFFORT (DEC 2000), revise the manhours shown in paragraph (a) for Option Period 1 and Option Period 4 to reflect the changes above.

A conformed copy of this Task Order is attached to this modification.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$50,000.00 from \$4,795,445.00 to \$4,845,445.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410004	WCF	0.00	50,000.00	50,000.00

The total value of the order is hereby increased by \$1,744,470.00 from \$4,838,233.00 to \$6,582,703.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
1000	1,447,332.00	(887.00)	1,446,445.00
3000	1,362,141.00	(7,141.00)	1,355,000.00
4100	984,278.00	994,579.00	1,978,857.00
6100	1,044,482.00	757,919.00	1,802,401.00

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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

1000	Design, Engineering, Testing, Systems Integration, Hardware Functional/Mechan ical Development, and Drawing Development services, in accordance with the SOW. Base Period. (MOD 09 Finalized Fee) (TBD)	18014.2	LH	\$1,339,235.00	\$107,210.00	\$1,446,445.00
100001	Award \$250,000 (WCF)					
100002	MOD 03 \$150,000 (WCF)					
100003	MOD 04 \$100,000 (WCF)					
100004	MOD 04 \$50,000 (WCF)					
100005	MOD 05 \$276,225 (RDT&E)					
100006	MOD 06 \$121,000 (OTHER)					
100007	MOD 07 \$354,000 (WCF)					
100008	MOD 07 \$145,220 (OTHER)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	ODCs associated with CLIN 1000. Base Period. (TBD)	1.0	Lot	\$1,355,000.00
300001	Award, \$99,000 (WCF)			
300002	Award, \$51,000			

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(WCF)

300003 MOD 03, \$80,000
(WCF)

300004 MOD 04, \$250,000
(WCF)

300005 MOD 04, \$100,000
(WCF)

300006 MOD 04, \$100,000
(WCF)

300007 MOD 05, \$100,000
(OTHER)

300008 MOD 06, \$20,000
(RDT&E)

300009 MOD 06, \$205,000
(OTHER)

300010 MOD 07, \$350,000
(WCF)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4100	Design, Engineering, Testing, Systems Integration, Hardware Functional/Mechan ical Development, and Drawing Development services, in accordance with the SOW. Option Year 1. (TBD)	22075.0	LH	\$1,832,274.00	\$146,583.00	\$1,978,857.00
410001	MOD 08, \$250,000 (WCF)					
410002	MOD 10, \$300,000 (WCF)					
410003	MOD 10, \$400,000 (PMC)					
410004	MOD 11, \$50,000 (WCF)					
4200	Design, Engineering, Testing, Systems Integration, Hardware Functional/Mechan ical Development,	14640.0	LH	\$1,281,169.00	\$102,493.00	\$1,383,662.00

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and Drawing
Development
services, in
accordance with
the SOW. Option
Year 2. (TBD)
Option

4300	Design, Engineering, Testing, Systems Integration, Hardware Functional/Mechan ical Development, and Drawing Development services, in accordance with the SOW. Option Year 3. (TBD) Option	14640.0 LH	\$1,331,134.00	\$106,491.00	\$1,437,625.00
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4400	Design, Engineering, Testing, Systems Integration, Hardware Functional/Mechan ical Development, and Drawing Development services, in accordance with the SOW. Option Year 4. (TBD) Option	0.0 LH	\$0.00	\$0.00	\$0.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6100	ODCs associated with CLIN 4100. Option Year 1. (TBD)	1.0	Lot	\$1,802,401.00
610001	MOD 08, \$250,000 (WCF)			
610002	MOD 10, \$794,000 (WCF)			
6200	ODCs associated with CLIN 4200. Option Year 2. (TBD) Option	1.0	Lot	\$1,062,449.00
6300	ODCs associated with CLIN 4300. Option Year 3. (TBD)	1.0	Lot	\$1,081,613.00

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Option

6400	ODCs associated with CLIN 4400. Option Year 4. (TBD) Option	1.0 Lot	\$0.00
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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 4x00 series are cost plus fixed fee type.

Items in 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 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

BATTLE MANAGEMENT SYSTEM

STATEMENT OF WORK (SOW)

C.1 INTRODUCTION

The Battle Management System (BMS), at the Naval Surface Warfare Center, Dahlgren Division (NSWCDD) provides the Department of Defense (DoD) with a unique capability through rapid development projects that directly supports the warfighter. BMS resides in the Warfare Systems Department and is part of the Joint Fires & Space Applications Branch which provides sound systems engineering based solutions to the U.S. Navy, Joint and Coalition forces. This is accomplished through rigorous systems engineering research, design, development, and analysis applied to Joint Fires and Land Attack C4ISR, time critical targeting, space technology, satellite tracking systems and global positioning systems applications.

The desired end products that are supported by this SOW consist of control box assemblies, training panel assemblies, cables, printed wiring assemblies, antennas, customized testing equipment, enclosures, and racks that physically support the hardware that will be mounted in aircraft.

C.2 TASK DESCRIPTION

The purpose of this Task Order is to acquire services in the areas of design, engineering, testing, systems integration, hardware functional development, hardware mechanical development, machining services, drawing development, bill of material development, and documentation of control systems and associated equipment. In support of this role the contractor will be required to perform the following tasks:

C.2.1 PROTOTYPE DEVELOPMENT

C.2.1.1 The Contractor shall provide support for prototype development, which includes all or any portion of the hardware development cycle, up to the development of a complete prototype system. Components of the prototype development cycle include, but are not limited to concept development, requirements collection, system design, systems engineering, material specification development, material acquisition, environmental resiliency design, prototype development, prototype testing, systems integration, systems testing, and systems functional demonstration based on performance requirements.

C.2.1.2 Each prototype system developed, tested and or maintained shall be part of a comprehensive package, including all associated documentation. Prototype development, enhancement, testing, and maintenance shall be identified in technical instructions issued by the Government.

C.2.1.3 A requirements worksheet shall list and describe all requirements for the prototype system, status on whether the current version meets those requirements, and an assigned priority for each requirement. Requirements shall be gathered at the initiation of the prototype development, or at the time support of the prototype is transferred to the contractor. Additional requirements shall be solicited

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after each subsequent version of the prototype. The requirements currently met and those expected to be met in the current version shall be used to track project completion. A functional specification document shall describe each function of the prototype. Whenever possible, each function shall be related to one or more requirement in the requirements worksheet.

C.2.1.4 All prototype components shall be thoroughly commented and shall be provided, in its entirety, with each deliverable. Typical information for prototype components includes the manufacturer specification, including the name address and cage code. All source code shall be thoroughly commented and shall be provided, in its entirety, with each deliverable.

C.2.1.5 A complete set of production drawings shall be provided by the Contractor for each prototype. The drawings format shall be specified with each Task Order, but are typically in Solid Works. The production drawings, at a minimum, shall consist of a specification, assembly drawings, parts list, mechanical drawings, printed wiring assembly drawings, wiring assembly drawings, and wiring list. The intent of the production drawings is to convey sufficient information and detail to move the prototype assembly into full production.

C.2.1.6 An Acceptance Test Procedure (ATP) shall be provided with each prototype that provides step by step instructions of testing the prototype for functionality. The ATP shall indicate instrumentation requirements. The intent of the ATP is to certify the prototype and subsequent production units for use.

C.2.1.7 A Hardware Certification Test (HCT) test procedure shall be provided with each prototype that provides step by step instructions of testing the integrated systems using the prototype component or components. The HCT shall indicate instrumentation requirements. The intent of the HCT is to certify the systems that employ the prototype and subsequent production units.

C.2.1.8 It is the Government's intention that all prototypes and associated intellectual material developed under this Task Order be Government owned; no contractor proprietary hardware or software may be used without the advance concurrence of the Contracting Officer.

C.2.2 PRE-PRODUCTION HARDWARE FABRICATION SERVICES

C.2.2.1 The Contractor shall provide pre-production hardware fabrication services, which includes any portion of the hardware pre-production cycle, up to and including fabrication of complete systems or series of complete systems. Hardware fabricated is considered pre-production, and is produced in limited quantities, to be used for extensive testing in laboratories, at test sites, and as deployed units in theatre. The hardware pre-production cycle includes, but is not limited to, material specification development, hardware component identification and selection, material acquisition, material staging, material tracking, fabrication, machining, assembly, quality control, testing, certification, packaging and shipping. Hardware components or hardware systems fabricated shall consist of a complete package, which includes all associated documentation.

C.2.2.2 A complete set of production drawings shall be developed by the Contractor and approved by the Government for each pre-production fabrication run. A final set of as-build drawings shall be provided by the Contractor to the Government, which includes any changes to the production drawings. The drawings format shall be specified with each Technical Instruction, but it is typically in Solid Works. The as-build drawings, at a minimum, shall consist of an assembly specification, assembly drawings, parts list, mechanical drawings, printed wiring assembly drawings, wiring assembly drawings, and wiring

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list. The parts list shall also include the parts number and cage code of the manufacturer. The intent of the as-build drawings is to provide traceability of material and labor used in each unit, which will permit evaluation of defective units.

C.2.2.3 Changes during fabrication can be initiated by the Government or the Contractor. Changes initiated by the Contractor must be approved, in writing, by the Government prior to implementation. All changes during fabrication shall be documented as revisions by the Contractor on all the impacted drawings and associated documentation, and shall be accompanied by a specification change notice (SCN). The SCN details any changes, including, but not limited to, the initiator and approver of the change, the reason for the change, the resulting impact of the change, and the change date. The intent of the pre-production documentation is to reflect lesson learned in the specifications, drawings and associated documentation that will be used for full production.

C.2.2.4 An item unique identifier (UII) based on Mil-Std-130 (construct 2) latest version, will be applied to all units. The UII shall include the cage code of the design activity, the cage code of the manufacturer, the part number and the serial number and additional written information, as designated by the Government.

C.2.2.5 All source code shall be thoroughly commented and shall be provided, in its entirety, with each deliverable.

C.2.2.6 It is the Government's intention that all hardware and associated intellectual material developed under this Task Order be Government owned; no contractor proprietary hardware or software may be used without the advance concurrence of the Task Order Manager. The Contractor must identify and document proprietary hardware components and software used in the fabrication of hardware.

C.2.3 HARDWARE SERVICES

C.2.3.1 Onsite hardware services may be required by Contractor personnel with specific skill sets. Onsite locations are considered at NSWCCD or other Government designated locations away from the Contractor's facilities. Onsite services typically involves engineering and design of hardware, trouble shooting of hardware, disassembly and assembly of hardware and hardware kits, adding new components to hardware or hardware kits, customizing equipment, machining equipment, packaging, shipping, drawings and specification development, and other activities associated with successfully deploying hardware prototype or production units and kits. This includes fabrication and machining of replacement parts or equipments for fielded systems or platforms.

C.2.3.2 Hardware services at the Contractor's facilities involves engineering and design of hardware, trouble shooting of hardware, disassembly and assembly of hardware and hardware kits, adding new components to hardware or hardware kits, customizing equipment, machining equipment, packaging, shipping, drawing and specification development, and other activities associated with successfully deploying hardware prototype or production units and kits. This includes fabrication and machining of replacement parts or equipments for fielded systems or platforms.

C.2.4 PROJECT MANAGEMENT SUPPORT

C.2.4.1 A capable contracting partner is needed to help in the definition and guidance of an expanding program and to assist in the setting of strategic goals and the balancing of resources to meet spikes in

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customer demands across many sponsors. Specifics in this area include:

C.2.4.1.1 The contractor shall provide technical and administrative support to a variety of analysis efforts. The contractor shall attend meetings and conferences with other contractors and government agencies.

C.2.4.1.2 The Contractor shall support the program by scheduling, coordinating and participating in team meetings, recommending process improvements, assisting in managing agendas, facilitating topic closures, and recording and implementing decisions/actions. The contractor shall attend briefings and meetings, draft detailed notes and action items, and compose and distribute minutes documenting action items, discussions, and decisions reached.

C.2.4.1.3 The Contractor shall support the program in the preparation of documentation for studies and analyses. The Contractor shall perform business-program management, and administrative functions required to accomplish the technical objectives of this task. This shall include maintaining technical, financial, planning, and status of the tasks assigned.

C.2.4.1.4 The contractor shall support organizational development, performance improvement, strategic planning, and risk assessment.

C.3 TASK ORDER MANAGEMENT

C.3.1 Monthly Progress Report

C.3.1.1 The contractor shall submit a Monthly Progress Report by the 15th of the month following the month being reported on. The cutoff date of the report shall be the same as that used for invoicing purposes by the prime contractor. Any and all subcontractor, consultant, vendor data shall be current through the “as of” date of the report. The report shall be unclassified; narrative information shall be in Microsoft Word. E-mail submission is encouraged. The specific format shall be pre-approved by the TOM and the Contract Specialist.

C.3.1.2 The Monthly Progress Report shall separately report on work accomplished for each project area both in terms of technical accomplishments and expenditure data. The level of detail identified below will be required for each area.

C.3.1.3 Each line of funding obligated against this Task Order will have a unique sub-contract line item number, or SLIN. These SLINs are automatically established by SeaPort-e. This can result in a situation where the same accounting classification reference number (ACRN), could be obligated under multiple SLINs. Invoicing is accomplished at the SLIN level within Wide Area Workflow.

C.3.1.4 Summary Information: The contractor shall include a summary of all funded projects under the Task Order. This summary shall be organized by Task Order period and shall include the following data: project name, technical instruction (TI) number (if applicable), funded amount, expenditures to date, and funding balance. For both current and completed SLINs, provide tables that show ceiling hours, funded hours, and both current and cumulative hours charged to the Task Order by Task Order labor category. Provide subtotals for key and non-key categories. Following this summary expenditure information, the report shall identify the SLIN currently being performed and its period of performance. List Task Order modifications by number, including date issued and description. List Technical

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Instructions issued by number, date issued and description.

C.3.2 In-Progress Review (IPR)

The contractor shall participate in both formal and informal IPRs of work being performed. IPRs may be conducted at the overall Task Order level or for specific projects/work areas/technical instructions. Reviews will be scheduled by the Government. At the time the review is scheduled, the Government will communicate the specific purpose of the review and advise the contractor as to the desired content of the presentation. The contractor shall provide copies of slides presented to all attendees. An initial IPR will be conducted within 60 days of the Task Order award date and will follow an agenda agreed to by the TOM. Subsequent IPRs shall be held approximately every 90 days thereafter unless waived by the Government.

C.3.3 Task Prioritization Meeting

The contractor shall participate in periodic Task Prioritization Meetings with the TOM and project/work area/technical instruction points-of-contact. The purpose of these meetings is to convey the Government's technical program schedules and priorities and to identify corresponding project priorities. It is anticipated that these meetings will occur on a biweekly basis. Results of these meetings shall be reported in the Monthly Progress Report.

C3.4 Technical Instruction/Project/Work Area Plan

The Government may require the contractor to submit execution plans for large and/or high visibility projects. These plans would typically include schedules, priorities, management approach, and staffing plans. Other items may be identified by technical instruction.

C.4 SECURITY

All work shall be performed at the unclassified level.

C.5 DELIVERABLES AND CDRL DISTRIBUTION

Deliverables identified in Section C.2 and C.3 shall be in the format and frequency stated for each deliverable and distributed to the TOM, ATOM and TPOC.

C. 6 OTHER DIRECT COST (ODC) MATERIAL

Supporting Documentation Requirements – The Government has identified NTE ODC Material Costs for this effort. These costs are expected to provide for material and fabrication costs associated with the prototypes herein. When a TI is issued for a prototype, the Contractor will be responsible for providing a complete price or cost analysis of any material costs and/or components required. This analysis will thoroughly support a determination that the prices are fair and reasonable and how that conclusion was made. Proposal analysis guidelines in FAR 15.404 outline acceptable procedures that can be used to evaluate these prices/costs. A letter authorizing the contractor the use of Government Supply Sources, when applicable, will be included in the resultant Task Order. The Contractor shall not enter into any binding agreements with suppliers until the Government has reviewed and concurred with this analysis. The analysis will be submitted electronically to the TOM and the Contract Specialist for review and

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approval. The Contractor's monthly progress report will note any approvals received for the reporting period and any outstanding submissions awaiting government approval.

(End of Statement of Work)

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

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this order and for a period of three

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

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

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

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

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

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

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

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

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

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

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

USE OF INFORMATION SYSTEMS (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 Task Order. IS resources include, but are 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 used for access shall conform to the NMCI login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite 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 shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g./ link level or Virtual Private Network (VPN) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by NSWCDD; such interconnection shall take place only after approval from the NSWCDD Information Assurance 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 NSWCDD firewall. Accreditation of Contractor-owned ISs

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.

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(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-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the TOM with an inventory and Material Safety Data Sheet (MSDS) for these materials.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDL BASE ACCESS

The contractor shall insure that all employees who have a NSWCDL 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 NSWCDL Physical Security of all changes in their contract personnel requiring NSWCDL base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDL Physical Security in advance of the date, time and location where the NSWCDL representative may physically remove the employee's automobile sticker and retrieve the NSWCDL 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 NSWCDL Physical Security of the separation and make arrangements between the former employee and NSWCDL Physical Security for the return of the badge and removal of the sticker.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e Contract or as specified in the individual task requirements.

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SECTION E INSPECTION AND ACCEPTANCE

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

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based contract as defined in FAR Part 37.6 Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) provided below.

(b) The QASP defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

QUALITY ASSURANCE SURVEILLANCE PLAN

1 The contractor's performance in each of the task areas of the Statement of Work will be continually monitored in conjunction with the SeaPort-E Contractor Performance Assessment System and the criteria set forth below. The written evaluation will be accomplished on an annual basis prior to exercise of option periods. The results of this evaluation will factor into the Government's option exercise determination and will be taken into account in the contractor's PPIRS evaluation. The primary Government official responsible for the QASP evaluation is the Task Order Manager (TOM) for the order. Other Government individuals having information relevant to the quality of contractor performance may assist the TOM.

2 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, and general contacts with the contractor.

3 Contractor's performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service – Addresses the extent to which the contractor (a) met contract technical requirements, including the technical accuracy and general quality (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) services are provided in a professional unbiased manner.

3.2 Schedule – Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the TOM or his representative.

3.3 Cost Control – Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations – Addresses the responsiveness of the contractor's upper-level management to Government concerns and needs, the effectiveness of the contractor's management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

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3.5 Management of Key Personnel – Addresses the overall quality of the contractor’s team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes team stability and the effectiveness of the contractor’s efforts to retain or attract qualified personnel. Options will only be granted under the task order upon a determination of the contractor's satisfactory performance from the Task Order Manager.

QASP EVALUATION RATING LEVELS

Exceptional: Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions initiated by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions initiated by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Government intervention was occasionally required to ensure satisfactory performance.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented. Frequent Government intervention was required.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor’s corrective actions appear or were ineffective. Regular Government intervention was necessary.

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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	1/20/2009 - 1/19/2010
3000	1/20/2009 - 1/19/2010
4100	1/20/2010 - 1/19/2011
6100	1/20/2010 - 1/19/2011

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

4200	1/20/2011 - 1/19/2012
4300	1/20/2012 - 1/19/2013
4400	1/20/2013 - 1/19/2014
6200	1/20/2011 - 1/19/2012
6300	1/20/2012 - 1/19/2013
6400	1/20/2013 - 1/19/2014

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SECTION G CONTRACT ADMINISTRATION DATA

POINTS OF CONTACT FOR THIS ORDER

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

NAVAL SURFACE WARFARE CENTER DAHLGREN
SPECIAL SYSTEMS BRANCH Z17
ATTN: THEODORE SAFFOS
18313 FRONTAGE ROAD, SUITE 317
DAHLGREN, VA 22448-5143
PHONE: (540)653-7361
FAX: (540) 284-0082
theodore.saffos@navy.mil

The Alternate Task Order Manager (ATOM) for this order is:

NAVAL SURFACE WARFARE CENTER DAHLGREN DIVISION
JOINT FIRES AND SPACE APPLICATIONS BRANCH W33
ATTN: STEPHANIE GEORGE
19008 WAYSIDE DRIVE, SUITE 336
DAHLGREN, VA 22448-5100
PHONE: (540)653-3517
stephanie.s.george@navy.mil

The Contract Specialist is:

NAVAL SURFACE WARFARE CENTER DAHLGREN
CONTRACTS DIVISION
ATTN: MARIA E. GOMEZ BLDG 183, RM 104
17632 DAHLGREN RD SUITE 157
DAHLGREN, VA 22448-5110
maria.e.gomez@navy.mil
PHONE: 540-653-3094
FAX: 540-653-4089

The Contracting Officer is:

NAVAL SURFACE WARFARE CENTER DAHLGREN
CONTRACTS DIVISION
ATTN: KITTY HALL BLDG 183, RM 131
17632 DAHLGREN RD SUITE 157
DAHLGREN, VA 22448-5110
kathryn.b.hall@navy.mil
PHONE: 540-653-4605
FAX: 540-653-4089

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2007)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide."

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

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00178
Admin DODAAC	S2404A
Service Inspector DODAAC	S2404A
LPO DODAAC (if applicable)	N/A
Pay DODAAC	HQ0338
DCAA Auditor (if applicable)	HAA820

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

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional email Notification to:

TOM: theodore.saffos@navy.mil

Contract Specialist: maria.e.gomez@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

	TOTAL MANHOURS	COMPENSATED	UNCOMPENSATED
Base period *	18,014.2	18,014.2	
Option 1	22,075	22,075	
Option 2	14,640	14,640	
Option 3	14,640	14,640	
Option 4	0	0	

* Actual Hours Provided

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this task 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

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other non-work locations, unless telecommuting is specifically addressed in the contractors/subcontractors 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 contract shall be expended at an average rate of approximately (*) 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 task 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 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 task order, the Contracting Officer, at its sole discretion, shall either:

(i) reduce the fee of this task order as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or

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

(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 task 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 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 task order, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this task order may be reduced to recover excess funds and, in the case of an under run 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 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.

FUNDING PROFILE

CLIN	CLIN ECPFF	Funds Obligated this Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Potential Hours	Funded Hours
1000	\$1,446,445	\$0	\$1,446,445	\$1,446,445	\$0	18,014.2	18,014.2
4100	\$1,978,857	\$50,000	\$950,000	\$1,000,000	\$978,857	22,075	11,155

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3000	\$1,355,000	\$0	\$1,355,000	\$1,355,000	\$0	n/a	n/a
6100	\$1,802,401	\$0	\$1,044,000	\$1,044,000	\$758,041	n/a	n/a
TOTAL	\$6,582,703	\$50,000	\$4,795,445	\$4,845,445	\$1,737,258	40,089	29,170

5252.232-9104 ALLOTMENT OF FUNDS (NAVSEA) (MAY 1993)

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

CLIN	Performance Period	Allotted to Cost	Allotted to Fee	Total	Funded
1100 *	20 Jan 09 - 19 Jan 10	\$1,339,235	\$107,210	\$1,446,445	20 Jan 09 - 19 Jan 10
4100	20 Jan 10 - 19 Jan 11	\$925,925	\$74,075	\$1,000,000	20 Jan 10 - 20 Jul 11
3100	20 Jan 09 - 19 Jan 10	\$1,355,000	\$0	\$1,355,000	20 Jan 09 - 19 Jan 10
6100	20 Jan 10 - 19 Jan 11	\$1,044,000	\$0	\$1,044,000	20 Jan 10 - 20 Jul 11
TOTAL		\$4,664,160	\$181,285	\$4,845,445	

* Final Fee

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.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this task order entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to the percentages 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 task order 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 task order.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special task order 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 task order at the time of the discontinuance of work.

(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 task order 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.

DdI-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. In an effort to utilize funds prior to cancellation and to ensure that funds are expensed in accordance with expenditure benchmarks for the multiple programs funding the contract effort, the contractor shall coordinate the invoicing of funds with the TOM/ATOM and the paying office shall disburse funds in accordance with the contractor's invoice.

FINALIZED FIXED FEE

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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 follows:

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

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, security threat, or a facility related problem that prevents personnel from working, onsite 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). Nonessential 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, onsite 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. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

HQ B-2-0020 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-G12 POST AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within 45 days after placement of the order. The conference will be held at Dahlgren, VA.

(b) The contractor will be given at least five (5) working days notice prior to the date of the conference by the Contract Specialist.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the Task Order.

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Accounting Data

SLINID	PR Number	Amount
100001	W33000/90124850	250000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09BB3HW (NWCF, FY09, 9/30/09)		
300001	W33000/90124850	99000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09BB3HW (NWCF, FY09, 9/30/09)		
300002	W33000/90124881	51000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09BB1HW (NWCF, FY08, 9/30/10)		

BASE Funding 400000.00
Cumulative Funding 400000.00

MOD 03

100002	W33000/90721681	150000.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09KNBMS (DWCF, 9/30/2009)		
300003	W33000/90721681	80000.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09KNBMS (DWCF, 9/30/2009)		

MOD 03 Funding 230000.00
Cumulative Funding 630000.00

MOD 04

100003	W33000/91185382	100000.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N09AW3HW (DWCF, FY 09, 9/30/10)		
100004	W33000/91185401	50000.00
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09SS2ST (DWCF, FY 09, 9/30/09)		
300004	W33000/91185382	250000.00
LLA :		
AD 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N09AW3HW (DWCF, FY 09, 9/30/10)		
300005	W33000/91185401	100000.00
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09SS2ST (DWCF, FY 09, 9/30/09)		
300006	W33000/91185403	100000.00
LLA :		
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09BSSTL (DWCF, FY 09, 9/30/09)		

MOD 04 Funding 600000.00
Cumulative Funding 1230000.00

MOD 05

100005	91556683	276225.00
LLA :		
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N09AWASC (FY09 RDDA, 9/30/10)		
300007	91556713	100000.00
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G09SS2ST (FY09 PDA , 9/30/09)		

MOD 05 Funding 376225.00
Cumulative Funding 1606225.00

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MOD 06

100006 92298789 121000.00
 LLA :
 AH 1771506 45BT 252 00019 0 050120 2D 000000 A00000223113
 Standard Number: N0001909WX07859/AB
 (FY07 APN , 9/30/09)

300008 91890021 20000.00
 LLA :
 AD 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N09AW3HW
 (FY09 R&D , 9/30/10)

300009 92298789 205000.00
 LLA :
 AH 1771506 45BT 252 00019 0 050120 2D 000000 A00000223113
 Standard Number: N0001909WX07859/AB
 (FY07 APN , 9/30/09)

MOD 06 Funding 346000.00
 Cumulative Funding 1952225.00

MOD 07

100007 W33000/92794718 354000.00
 LLA :
 AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N09AW6P1
 (DWCF, FY 09, 9/10/11)

100008 W33000/92794712 145220.00
 LLA :
 AK 9790300 56SF SD9 52SW 22793B 000000 00000 000000 667100 F67100 008565 331025 580222
 (AB/F2VUB09120G002) PROC, FY 09

300010 W33000/92794720 350000.00
 LLA :
 AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N09AW6P1
 (DWCF, FY 09, 9/30/11)

MOD 07 Funding 849220.00
 Cumulative Funding 2801445.00

MOD 08

410001 W30000/00060641 250000.00
 LLA :
 AL 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3G10KNBMS
 (DWCF, FY 09, 3/31/10)

610001 W30000/00060648 250000.00
 LLA :
 AM 97X 4930 NH1E 000 77777 0 000178 2F 000000 21W3G10ASKT2
 (DWCF, FY 10, 9/30/10)

MOD 08 Funding 500000.00
 Cumulative Funding 3301445.00

MOD 09 Funding 0.00
 Cumulative Funding 3301445.00

MOD 10

410002 W30000/00951285 300000.00
 LLA :
 AN 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N10AW7P2
 (DWCF, FY 09, 9/30/11)

410003 W30000/00951281 400000.00
 LLA :
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N10AW7P5
 (DWCF, FY 09, 9/30/11)

610002 W30000/00951282 794000.00
 LLA :
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N10AW7P5
 (DWCF, FY 09, 9/30/11)

MOD 10 Funding 1494000.00
 Cumulative Funding 4795445.00

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MOD 11

410004 W30000/00951261 50000.00

LLA :

AQ 97X4930 NH1E 000 77777 0 000178 2F 000000 21W3N10AW4GN
(DWCF, FY10, 9/30/11)

MOD 11 Funding 50000.00

Cumulative Funding 4845445.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

MANDATORY REQUIREMENTS

The following requirements are mandatory and **MUST BE MET PRIOR TO THE CLOSING DATE OF THE SOLICITATION** for an offeror to be considered eligible for the order. Mandatory requirements must be maintained throughout the period of performance:

Requirement 1: Facility Location. The contractor's primary support facility shall be located within two (2) hours driving distance from the Naval Surface Warfare Center, Dahlgren, VA.

Requirement 2: 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.

Requirement 3: Facility Clearance. The prime's contractor's facility must be cleared to the SECRET level with SECRET level storage capability. The Contractor shall hold a DD Form 254 on file to indicate the facilities have the capacities and procedures to receive and generate classified material and fabricate, modify, or store classified hardware.

KEY PERSONNEL- DESIRED QUALIFICATIONS

To perform the requirements of the SOW, the Government desires personnel with the appropriate experience and professional development qualifications. Upon order award, the desired qualifications will become minimum qualifications for any additional personnel in Key Personnel categories beyond those individuals originally proposed.

(a) Experience-The desired experience for each Key Labor Category is listed in Attachment J.1

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(b) Professional Development -Professional development includes honors, degrees, publications, professional licenses and certifications, and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The years of experience listed in Attachment J.1 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have the credentials to perform the work.

(c) Accumulation of Qualifying Experience -Categories of experience may be accumulated concurrently.

NON-KEY PERSONNEL -MINIMUM QUALIFICATIONS

In order to provide additional clarification to the Performance Work Statement, minimum qualifications are provided for Non-Key Personnel. The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided by labor category in Attachment J.1. Prior to charging Non- Key Personnel labor under the order, the contractor shall provide a written certification stating the individual's name, labor category, and certification that the individual meets/exceeds the minimum qualifications of the labor category. This written certification shall be made by e-mail submission to the Contract Specialist and the TOM.

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this task order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this task order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) 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) Requests for post award approval of additional and/or replacement key and non-key personnel should be submitted via email. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/ disapproval on behalf of the Contracting Officer. It is desired that resumes be submitted in the format stated on Ddl H16 below and with the following:

-A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

-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.

Ddl-H16 RESUME CONTENT REQUIREMENTS

All resumes submitted under this contract shall include, at a minimum, the following information:

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- (a) Complete name
- (b) Years of professional experience
- (c) Current Position/Title
- (d) Educational History/Professional Development
- (e) Chronology of Professional Experience
- (f) Current Level of Security Clearance

In addition, specific task related, relevant information is required. The task specific information may be included with each resume or it may be included elsewhere in the staffing section of the written proposal.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may 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 contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as

defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

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

SAVINGS INITIATIVES

The following cost savings initiatives are required under this order:

HART proposed a maximum escalation of 3.9% through the entire period of performance. In addition, HART proposes the use and/or adaptation of COTS hardware and technologies that can meet operational needs whenever possible. HART will also evaluate tasks that are repetitive in nature and where appropriate, design and implement processes, acquire tools and technology, and produce self-sustaining automation features that combined, reduce the need for human intervention and subjective analysis.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee (MAR 1997)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this 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 order expires. The preliminary notice does not commit the Government to an extension.

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

52.244-2 SUBCONTRACTS (AUG 1998) – ALTERNATE I (AUG 1998)

Paragraph (k) from the basic contract is completed as follows for this order:

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

evaluated during negotiations: BLT Engineering

The Contracting Officer's consent to a subcontract does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of the costs.

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 Key Personnel Desired Qualifications and Non-Key Personnel Minimum Qualifications

Attachment J.2 DD Form 254, Contract Security Classification Specification

Attachment J.4 Task Order Manager (TOM) Appointment Memo

Attachment J.5 Alternate Task Order Manager (ATOM) Appointment Memo

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W33 / Stephanie George

W30/ Daniel Thomas

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CXS12-15/ Maria Gomez

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