

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4144	2. DELIVERY ORDER NO. 000409	3. EFFECTIVE DATE ORIG 01/31/2006 MOD 11/30/2007	4. PURCHASE REQUEST NO. N00178-08-MR-62319
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5. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 katie.samulevich@navy.mil 540-653-7099	CODE N00178	6. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD, BLDG 117 FORT MONROE VA 23651	CODE S5111A
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7. CONTRACTOR Technology Management Group Inc. 409 Yarmouth Street Norfolk VA 23510	CODE OXM55	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213	CODE HQ0338
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Technology Management Group Inc.	Milton R. Long President		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Janice S. Williams	11/30/2007 CONTRACTING/ORDERING OFFICER	22. TOTAL \$2,383,654.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

Accordingly, said Task Order is modified as follows:

The purpose of this modification is to deobligate funds from SLINs 310006 (ACRN: AB \$1,357.42), 310007 (ACRN: AC \$26,491.25) and 310008 (ACRN: AK \$50,502.33). Reobligate these funds to SLINs 110010 (ACRN: AB \$1,357.42), SLIN 110009 (ACRN: AC \$26,491.25), and SLIN 110007 (ACRN: AK \$50,502.33). This modification is unilateral based on the acceptance of TMG's email dated 7 November 2007 by Milton Long, President of TMG. A conformed copy of this Task Order is attached to this modification for information purposes only.

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$0.00 from \$2383654.00 to \$2383654.00.

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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	Force Protection and Anti-Material Technology Engineering Support Services in accordance with Section C, Description/Specifications/Statement of Work BASE PERIOD (31 January 2006 - 30 January 2007) (TBD)	6.7 LY	\$901,598.24	\$63,111.37	\$964,709.61
100001	Incremental Funding				
100002	Incremental Funding				
100003	Incremental Funding				
1100	Force Protection and Anti-Material Technology Engineering Support Services in accordance with Section C, Description/Specifications/Statement of Work. OPTION #1 (31 January 2007 - 30 January 2008) (TBD)	9.0 LY	\$870,213.95	\$60,914.72	\$931,128.67
110001	Incremental Funding				
110002	Incremental Funding				
110003	Incremental Funding				
110004	Incremental Funding				
110005	Incremental Funding				
110006	Incremental				

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Funding

110007 Incremental
Funding

110008 Incremental
Funding

110009 Incremental
Funding

110010 Incremental
Funding

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	ODC's for CLIN 1000 BASE PERIOD (TBD)	1.0 Lot	\$26,883.34
300001	Incremental Funding		
300002	Incremental Funding		
300003	Incremental Funding		
3100	ODC's for CLIN 1100 (OPTION #1) (TBD)	1.0 Lot	\$460,932.38
310001	Incremental Funding		
310002	Incremental Funding		
310003	Incremental Funding		
310004	Incremental Funding		
310006	Incremental Funding		
310007	Incremental Funding		
310008	Incremental Funding		

TYPE OF ORDER

This is a Cost Plus Fixed Fee (Term) Order

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

Items in the 3x00 and 6x00 series are cost type (no fee)

ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during the performance of this task order to accommodate the multiple types of funds that will be used under this order. These modifications will not change the overall level of effort, estimated cost, or fixed fee of the task order.

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 order entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10, as applicable. Such payments shall be equal to the percentages shown in the below table 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" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the contractor shall not exceed the fee amount(s) set forth in this 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 the payments 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 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 contract 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.

HQ B-2-0004 - EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated total estimated amount of this 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 order closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the order, 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

See Attachment J.1 - Section C, Description/Specifications/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 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.

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(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.

(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 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 NSWCCD IS Resources

In the event that the contractor is required to have access to NSWCCD IS resources, the login name (common id) and associated information shall be registered with the NSWCCD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCCD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include TOM certification that the use and access is required by this contract.

Connections Between NSWCCD and Contractor Facilities

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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 (operated at an acceptable risk) by the appropriate NSWCCD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 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 by the cognizant NSWCCD DAA. ISs processing classified information will be accredited by DIS.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the TOM for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

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.

DdI-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. 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 bumper 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.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Indefinite Delivery/Indefinite Quantity Contract.

DATA PACKAGING LANGUAGE

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.

HQ D-2-0008 - MARKING OF REPORTS (NAVSEA)(SEP 1990)

All reports delivered by the contractor to the Government under this task order shall prominently show on the cover of the report:

- (1) Name and business address of the contractor
- (2) Contract Number
- (3) Task Order Number
- (4) Sponsor: John Berry, Code J11, NSWCCD

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance will be performed by NSWCCD, Dahlgren, Virginia by the TOM designated herein.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached DD Form 1423, Contract Data Requirements List, Attachment J.2.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for Base CLINs are listed below:

BASE PERIOD

1000 31 January 2006 through 30 January 2007

3000 31 January 2006 through 30 January 2007

The period of performance for the Option CLINs are listed below:

OPTION #1

1100 29 November 2006 through 30 January 2008

3100 29 November 2006 through 30 January 2008

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SECTION G CONTRACT ADMINISTRATION DATA

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.

POINTS OF CONTACT FOR THIS ORDER

Task Order Manager
John A. Berry, J11
17320 Dahlgren Road, Bldg 1460
Dahlgren, VA 22448
john.a.berry@navy.mil
540-653-2991
The Contracting Officer: Janice S. Williams, XDS13-15,
janice.williams@navy.mil
Naval Surface Warfare Center, Dahlgren Division
17320 Dahlgren Road, Dahlgren, VA 22448-5100
540) 653-7765; FAX: (540) 653-6810
The Contract Specialist: Katie Samulevich, Code XDS13-1,
katie.samulevich@navy.mil
Naval Surface Warfare Center, Dahlgren Division
17320 Dahlgren Road, Dahlgren, VA 22448-5100
(540) 653-7765; FAX: (540) 653-6810

POST-AWARD CONFERENCE

(a) A Post-Award Conference will be conducted on 24 February 2006 at the contractor's facility. The contractor's address is depicted below:

Technology Management Group, Inc.
15163 Dahlgren Road
Suite 101
King George, VA 22485

SUBMISSION OF INVOICES (COST REIMBURSEMENT, TIME AND MATERIALS, LABOR HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

Paragraph (b)(i) of the clause, incorporated in the contract is modified to provide the following order specific information.

DCAA Office; DCAA Hampton Roads Branch Office, 5200 West Mercury Boulevard, Suite 291, Hampton, Virginia 23605

A copy of each invoice shall be provided to:

TOM
Contract Specialist
NSWCDD Code XDM10I

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

In accordance with the basic contract, the allotment of funds and period of performance is provided below. It is estimated that these funds will cover the period 12 January 2007 through 12 March 2007.

CLIN	PERIOD OF PERFORMANCE	ALLOTTED TO COST	ALLOTTED TO FEE	TOTAL
1000	31 Jan 06 - 30 Jan 07	\$ 901,598.24	\$ 63,111.37	\$ 964,709.61
3000	31 Jan 06 - 30 Jan 07	\$ 26,883.34	\$ - 0 -	\$ 26,883.34
1100	29 Nov 06 - 30 Jan 08	\$ 870,213.95	\$ 60,914.72	\$ 931,128.67
3100	29 Nov 06 - 30 Jan 08	\$ 460,932.38	\$ - 0 -	\$ 460,932.38
	TOTALS:	\$2,720,560.29	\$124,026.09	\$2,383,654.00

In accordance with the basic contract, the funding profile is provided below.

CLIN	Total ECPFF	Funds this Action	Previous Funding	Total Funded
1000	\$ 964,709.61	\$ - 0 -	\$ 516,955	\$ 964,709.61
3000	\$ 26,883.34	\$ - 0 -	\$ 14,881	\$ 26,883.34
1100	\$ 931,128.67	\$ - 0 -	\$931,128.67	\$ 931,128.67
3100	\$ 460,932.38	\$ - 0 -	\$460,932.38	\$ 460,932.38
TOTAL ECPFF:	\$2,383,654.00	TOTAL FUNDED TO DATE:	\$2,383,654.00	

SEA 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 the SOW of this task order. The total level of effort for the performance of this order shall be the 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.)

PERIOD	TOTAL MAN HOURS	COMPENSATED	UNCOMPENSATED
Base	12,520	12,520	0
Option 1	15,946	15,946	0

(b) Listed above are both the compensated and uncompensated man-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 uncompensated effort is indicated above, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 247.66 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

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an offer, setting forth a proposed level of effort, cost breakdown, and proposed fees, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by 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 contract, the Contracting Officer, at its sole discretion, shall either:

--(i) reduce the base (fixed) fee so the fee is proportionate to the LOE provided; or

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

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted:

(1) The total number of hours of direct labor expended during the application period;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs;

(3) A breakdown of other costs incurred; and

(4) The contractor's estimate of the total allowable cost incurred under the contract for the period.

Within 45 days after completion of the work under the contract, the contractor shall submit, in addition, in the case of a cost under run:

(5) The amount by which the estimated cost of this contract 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 reduced in accordance with this clause. All submissions shall include subcontractor information.

(j) Deleted per Amendment 0001 of the basic contract

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

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(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at 7% (which is representative of 7% fee on all other costs excluding ODC's and the G&A applied to ODCs). This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

Accounting Data

SLINID	PR Number	Amount
100001	J14000/60230470	85050.00
LLA :		
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106SPS11		
OPN FUNDS (Technical Instruction #1 Estimated POP: 31 Jan 06 - 30 Jun 06)		
300001	J14000/60230470	5411.00
LLA :		
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106SPS11		
OPN FUNDS (Technical Instruction #1 - Estimated POP: 31 Jan 06 - 30 Jun 06)		
MOD 1		
100002	J10000/60746113	378000.00
LLA :		
AB 1761810 87X7 253 SASLM 0 068342 2D 000000 X70030000000		
Standard Number: N0002406WX30731 (ACRN: AA)		
OPN FUNDS (Technical Instruction #2 - Estimated POP: 20 Mar 06 - 30 Sep 06)		
300002	J10000/60746113	22000.00
LLA :		
AB 1761810 87X7 253 SASLM 0 068342 2D 000000 X70030000000		
Standard Number: N0002406WX30731 (ACRN: AA)		
OPN FUNDS (Technical Instruction #2 - Estimated POP: 20 Mar 06 - 30 Sep 06.)		
MOD 2		
100003	J10000 / 61640231	516955.00
LLA :		
AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106VEN04		
RDT&E FUNDS (Technical Instruction #3 Estimated POP: 1 Jul 06 - 31 Jan 07)		
300003	J10000 / 61640231	14881.00
LLA :		
AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106VEN04		
RDT&E FUNDS (Technical Instruction #3 - Estimated POP: (1 Jul 06 - 31 Jan 07)		
MOD 3		
110001	0013088	258477.00
LLA :		
AD 1761319 F4KR 000 41756 0 068941 2D 000000 F40006310000		
Standard Number: RCP # N4175607WX50079		
RDT&E FUNDS (Technical Instruction #4 Estimated POP: 21 Nov 06 - 21 Feb 07)		
(will appear in Section G Accounting Data)		
310001	0013088	11523.00
LLA :		
AD 1761319 F4KR 000 41756 0 068941 2D 000000 F40006310000		
Standard Number: RCP # N4175607WX50079		
RDT&E FUNDS (Technical Instruction #4 Estimated POP: 21 Nov 06 - 21 Feb 07)		
(will appear in Section G Accounting Data)		

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MOD 4
110002 0017110 80953.00
LLA :
AE 97X4930.NH1E 000 77777 0 000178 2F 000000 21Z1107NESS2

110003 0017106 45047.00
LLA :
AF 97X4930.NH1E 000 77777 0 000178 2F 000000 21Z1107RIVNE

310002 0017106 4953.00
LLA :
AF 97X4930.NH1E 000 77777 0 000178 2F 000000 21Z1107RIVNE

MOD 5
110004 Z03000 / 70185717 21560.00
LLA :
AG 1761810 77R2 253 SASLM 0 068342 2D 000000 R21010000000
Standard Number: RCP # N0002407WX30257

310003 Z03000 / 70185717 300.00
LLA :
AG 1761810 77R2 253 SASLM 0 068342 2D 000000 R21010000000
Standard Number: RCP # N0002407WX30257

MOD 6
110005 Z03000 / 70268964 309796.00
LLA :
AH 21 7 2093 0000 5U-5U01 120000.00000 2512 JDJT00 MIPR7C158J7007 S12193 J7ZE 81
Standard Number: RCP # MIPR7C158J7007

110006 Z03000 / 70258625 70000.00
LLA :
AJ 1761810 87X7 253 SASLM 0 068342 2D 000000 GWTX700000000
Standard Number: RCP # N0002407WX30635

110007 Z03000 / 70258622 117447.00
LLA :
AK 1761810 87X7 253 SASLM 0 068342 2D 000000 X700300000000
Standard Number: RCP # N0002407WX30209

110008 Z03000 / 70258599 378193.00
LLA :
AL 1761319 F4KR 000 41756 0 068941 2D 000000 F40006310000
Standard Number: RCP # N4175607WX50079

310004 Z03000 / 70258599 63108.00
LLA :
AL 1761319 F4KR 000 41756 0 068941 2D 000000 F40006310000
Standard Number: RCP # N4175607WX50079

MOD 8
100003 J10000 / 61640231 (15295.39)
LLA :
AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106VEN04
RDT&E FUNDS (Technical Instruction #3 Estimated POP: 1 Jul 06 - 31 Jan 07)

110007 Z03000 / 70258622 (50502.33)
LLA :
AK 1761810 87X7 253 SASLM 0 068342 2D 000000 X700300000000
Standard Number: RCP # N0002407WX30209

110008 Z03000 / 70258599 (378193.00)
LLA :
AL 1761319 F4KR 000 41756 0 068941 2D 000000 F40006310000
Standard Number: RCP # N4175607WX50079

300002 J10000/60746113 (4212.80)
LLA :
AB 1761810 87X7 253 SASLM 0 068342 2D 000000 X700300000000
Standard Number: N0002406WX30731 (ACRN: AA)
OPN FUNDS (Technical Instruction #2 - Estimated POP: 20 Mar 06 - 30 Sep 06.)

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300003 J10000 / 61640231 (11195.86)
 LLA :
 AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106VEN04
 RDT&E FUNDS (Technical Instruction #3 - Estimated POP: (1 Jul 06 - 31 Jan 07))

310004 Z03000 / 70258599 378193.00
 LLA :
 AL 1761319 F4KR 000 41756 0 068941 2D 000000 F40006310000
 Standard Number: RCP # N4175607WX50079 (ACRN: AA)

310006 J10000 / 60746113 4212.80
 LLA :
 AB 1761810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
 Standard Number: N0002406WX30731 (ACRN: AA)

310007 J10000 / 61640231 26491.25
 LLA :
 AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106VEN04

310008 Z03000 / 70258622 50502.33
 LLA :
 AK 1761810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
 Standard Number: N0002407WX30209 (ACRN: AA)

MOD 9
 110007 Z03000 / 70258622 50502.33
 LLA :
 AK 1761810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
 Standard Number: RCP # N0002407WX30209

110009 J10000 / 61640231 26491.25
 LLA :
 AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106VEN04

110010 J10000/60746113 1357.42
 LLA :
 AB 1761810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
 Standard Number: N0002406WX30731 (ACRN: AA)

310006 J10000 / 60746113 (1357.42)
 LLA :
 AB 1761810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
 Standard Number: N0002406WX30731 (ACRN: AA)

310007 J10000 / 61640231 (26491.25)
 LLA :
 AC 97X4930.NH1E 000 77777 0 000178 2F 000000 21J1106VEN04

310008 Z03000 / 70258622 (50502.33)
 LLA :
 AK 1761810 87X7 253 SASLM 0 068342 2D 000000 X70030000000
 Standard Number: N0002407WX30209 (ACRN: AA)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met for an offeror to be considered eligible for the order and must be maintained through the life of the order:

1. The contractor's facility supporting this requirement must be located within 60 minutes commuting time of the Naval Surface Warfare Center, Dahlgren Division and be capable of processing and securely storing up to "SECRET" level information in their facility. Additionally, secure voice (STU/STE) capability is required at the contractor's facility to support technical, data, and programmatic discussions and information exchange when the need arises.
2. The two Key Personnel, Senior Engineer and Junior Engineer, must possess a final "TOP SECRET" clearance at time of award. All other personnel must have a minimum security clearance of SECRET at time of award.

PERFORMANCE-BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

- (a) This is a performance-based contract as defined in FAR 37.6. Contractor performance will be reviewed in accordance with the Qualify Assurance Surveillance Plan (QASP) included as Attachment J.4.
- (b) The QASP defines that this review and acceptance will be come 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>

KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications.

- a. Experience – The desired experience for each Key Labor category is contained on Attachment J.5 and Attachment J.6 lists the desired experience for the Non-Key categories.
- b. Professional Development – Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offeror's ability to perform the contract. The years of experience listed in Attachment J.5 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

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

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

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

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER

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(e) AVAILABILITY (state as a percentage of total man-years. 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 proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability to perform the contract. The following format is preferred:

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

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and

experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00024-05-R-3145 (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

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Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

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-H11- CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

(3) The hourly rates of the incumbent and the proposed substitute; and

(4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS

Attached to the order (Attachment J.6) are the minimum qualifications for Non-Key Personnel. The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided by labor category. 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 certifying that the individual meets the minimum qualifications of the labor category as specified under the order. See the section entitled POST AWARD CONTRACTOR PERSONNEL APPROVAL.

POST AWARD CONTRACT PERSONNEL APPROVAL

Upon order award, the desired qualifications for the Key Personnel will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Requests for post award approval of additional and/or replacement personnel and non-key personnel qualifications certifications may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notifications via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

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(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 contract 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 the 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.

SAVING INITIATIVES

The following cost savings initiatives are required under this order.

The same fixed fee rate accepted as part of TMG's basic Seaport-e award was proposed for this Task Order.

The same escalation rate of 3.99% reflected in the basic Seaport-e contract award was proposed for this Task Order.

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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 order by unilateral modifications provided that the Government gives the contractor a preliminary 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.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 Statement of Work, 9 pages
Attachment J.2 DD Form 1423, Contract Data Requirements List, 7 pages
Attachment J.3 DD Form 254 Contract Security Classification Specification,
6 pages
Attachment J.4 Quality Assurance Surveillance Plan, 2 pages
Attachment J.5 Key Personnel Requirements, 2 pages
Attachment J.6 Non-Key Personnel Requirements Revised, 2 pages
Attachment J.7 Task Order Manager Appointment Letter, 2 pages
Attachment J.8 Technical Instruction #1, 1 page
Attachment J.9 Technical Instruction # 2, 2 pages
Attachment J.10 Technical Instruction # 3, 2 pages
Attachment J.11 Technical Instruction # 4, 2 pages
Attachment J.12 Technical Instruction # 5, 2 pages
Attachment J.13 Technical Instruction # 6, 1 page
Attachment J.14 Technical Instruction # 7, 1 page
Attachment J.15 Revised Technical Instruction # 8, 2 pages

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