

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 27	3. EFFECTIVE DATE 29-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. 01728588		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 theresa.ashton@navy.mil 540-284-0707	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		CODE S5111A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technology Management Group Inc. 409 Yarmouth Street Norfolk VA 23510		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4144-0005
		10B. DATED (SEE ITEM 13) 13-Jul-2006
CAGE CODE OXM55	FACILITY CODE 806986204	

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) FAR 52.232-22 Limitation of Funds

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Constance M Salisbury, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Constance M Salisbury (Signature of Contracting Officer)	16C. DATE SIGNED 30-Jun-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to apply incremental funding as follows:

410005 F31000/01728588 79910.00

LLA :

AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E

Standard Number: N0002410WX20921 (ACRN: AC)

610005 F31000/01728588 9006.00

LLA :

AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E

Standard Number: N0002410WX20921 (ACRN: AC)

MOD 27 Funding 88916.00

Cumulative Funding 1403028.00

All other terms and conditions remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

DISTRIBUTION:

Marsha Ambrose, NSWCDN

Rebecca Fields, NSWCDN

Kathleen Ross, NSWCDN

Casey Hall, NSWCDN

Doug Decristoforo, NSWCDN

Larry Lambertson, NSWCDN

FSC: D307

MISC # 10-178

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$88,916.00 from \$1,314,112.00 to \$1,403,028.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410005	SCN	0.00	79,910.00	79,910.00
610005	SCN	0.00	9,006.00	9,006.00

The total value of the order is hereby increased by \$0.00 from \$1,990,048.00 to \$1,990,048.00.

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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	SSDS HMI Engineering Support Base Period (O&MN,N)	1.0 Lot	\$107,205.00	\$7,504.00	\$114,709.00
100001	Incremental Funding (O&MN,N)				
100002	Incremental Funding (O&MN,N)				
1100	SSDS HMI Engineering Support Option 1 (RDT&E)	1.0 Lot	\$348,831.00	\$24,418.00	\$373,249.00
110001	Incremental Funding (RDT&E)				
110002	Incremental Funding (RDT&E)				
110003	Incremental Funding \$80,000 (RDT&E)				
110004	Incremental Funding \$42,000 (RDT&E)				
110005	Incremental Funding \$75,000 (RDT&E)				
110006	Incremental Funding \$6,000 (RDT&E)				
110007	Incremental Funding \$41,026 (RDT&E)				
110008	Incremental Funding \$95,000 (RDT&E)				
1200	SSDS HMI Engineering Support Option 2 (TBD)	1.0 Lot	\$362,750.00	\$25,392.00	\$388,142.00
120001	Incremental Funding (TBD)				
120002	Incremental				

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Funding (TBD)

120003 Incremental
Funding (TBD)

120004 Incremental
Funding (TBD)

120005 Incremental
Funding (TBD)

1300	SSDS HMI Engineering Support Option 3 (TBD)	1.0 Lot	\$382,939.00	\$26,801.00	\$409,740.00
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130001 Incremental
Funding (TBD)

130002 Incremental
Funding (TBD)

130003 Incremental
Funding (TBD)

130004 Incremental
Funding (TBD)

130005 Incremental
Funding (SCN)

130006 Incremental
Funding (RDT&E)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	SSDS HMI Engineering Support (O&MN,N)	1.0 Lot		\$16,186.00
300001	Incremental Funding (O&MN,N)			
300002	Incremental Funding (O&MN,N)			
3100	SSDS HMI Engineering Support Option 1 (RDT&E)	1.0 Lot		\$65,099.00
310001	Incremental Funding (RDT&E)			
310002	Incremental Funding (RDT&E)			
310003	Incremental Funding \$18,000 (RDT&E)			

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310004 Incremental
Funding \$7,214
(RDT&E)

310005 Incremental
Funding \$25,000
(RDT&E)

310006 Incremental
Funding \$1,750
(RDT&E)

310007 Incremental
Funding \$3,500
(RDT&E)

3200 SSDS HMI 1.0 Lot \$66,456.00
Engineering
Support Option 2
(TBD)

320001 Incremental
Funding (TBD)

320002 Incremental
Funding (TBD)

320003 Incremental
Funding (TBD)

320004 Incremental
Funding (TBD)

320005 Incremental
Funding (TBD)

3300 SSDS HMI 1.0 Lot \$67,688.00
Engineering
Support Option 3
(TBD)

330001 Incremental
Funding (TBD)

330002 Incremental
Funding (TBD)

330003 Incremental
Funding (TBD)

330004 Incremental
Funding (TBD)

330005 Incremental
Funding (SCN)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	SSDS HMI Engineering Support Option		1.0 Lot	\$0.00	\$0.00	\$0.00

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Moved to CLIN
1300 per mod 18.
(TBD)

4100	SSDS HMI Engineering Support Option 5 (TBD)	1.0 Lot	\$392,274.00	\$27,459.00	\$419,733.00
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410001 Incremental
Funding (RDT&E)

410002 Incremental
Funding (RDT&E)

410003 Incremental
Funding (RDT&E)

410004 Incremental
Funding (RDT&E)

410005 Incremental
Funding (SCN)

4200	SSDS HMI Engineering Support Option 6 (TBD) Option	1.0 Lot	\$304,401.00	\$21,308.00	\$325,709.00
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	SSDS HMI Engineering Support Option 4 Moved to CLIN 3300 per mod 18. (TBD) Option	1.0 Lot		\$0.00
6100	SSDS HMI Engineering Support Option 5 (TBD)	1.0 Lot		\$69,046.00
610001	Incremental Funding (RDT&E)			
610002	Incremental Funding (RDT&E)			
610003	Incremental Funding (RDT&E)			
610004	Incremental Funding (RDT&E)			
610005	Incremental Funding (SCN)			
6200	SSDS HMI	1.0 Lot		\$52,548.00

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Engineering
Support Option 6
(TBD)
Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SHIP'S SELF-DEFENSE SYSTEM (SSDS) HUMAN SYSTEM INTEGRATION ENGINEERING SUPPORT

1.0 BACKGROUND - The Combat Direction Systems Activity (CDSA) has been tasked by the Program Executive Office for Integrated Warfare Systems (PEO IWS) to provide human system integration engineering support for the Ship Self Defense System (SSDS).

2.0 SCOPE - The purpose of this task is to provide the Aircraft Carrier and Amphibious Ship Combat System Engineer and System Integration Agent of NAVSEA, Combat Direction Systems Activity, Dam Neck, Virginia Beach, Virginia, Systems Engineering services in support of the SSDS. This includes leadership and technical management through all phases of technology development, testing, acquisition, and fielding of the SSDS. This task will provide technical expertise, service, and support for the SSDS to include development of effective Battle Management Organizations and efficient Human Systems Integration (HSI)/Human Machine Interfaces (HMI) integration and engineering.

3.0 PERFORMANCE REQUIREMENTS - The Contractor shall provide critical technical support in the aforementioned program areas covering the functional areas of program management, systems engineering, doctrine and tactical policy development, new technology and concept exploration, system requirements definition and analysis, review of system/subsystem specifications, HSI/HMI integration test and evaluation planning, documentation, and execution.

a. The Contractor shall provide technical expertise in the functional areas of developmental and operational test and evaluation, operational assessments, training course and materials review and evaluation, doctrinal and tactical policy, and reviews of in-service fielding. Develop foundation documentation for SSDS ship classes including Concept of Operations, Cornerstone Requirements, Performance and Compatibility Requirements, and System/Subsystem Specifications. Contribute to the development of HMI System Requirements Specifications and may participate as a member of the Navy Review Team.

3.1 Performance Objectives – The Contractor's performance in each of the defined task areas shall be measured in accordance with the Quality Assurance Surveillance Plan (QASP). Reporting shall be in accordance with Contract Data Requirements List (CDRL).

3.2 Critical Task Requirements – The following critical tasking shall be performed by the Contractor:

3.2.1 Task Area 1: Programmatic Support – The Contractor shall provide programmatic support in the development of Program Plans, Plans of Action and Milestones (POA&M), work breakdown structures as required for each platform effort. The Contractor shall research and document all HSI/HMI developments resulting in modification to any system or subsystem for which the program office is responsible at the direction of the program office, or by the onset of emergent requirements, or as a result of action items assigned by a principal or committee. This will include participation in the Battle Management Organization/Human Machine Interface Working Group for the development of the SSDS.

3.2.1.1 Programmatic Support Deliverables – The Contractor shall deliver programmatic support data in accordance with the following CDRL's: A001; A003.

3.2.2 Task Area 2: Systems Engineering – The Contractor shall provide recommendations to the Government, evaluate requirements, and develop documents to establish Operator Job Descriptions (OJD) and Concept of Operations (CONOPS) for each SSDS platform. The Contractor shall provide assistance and co-authoring services to the Technical Design Agent in the development of Cornerstones and Performance and Capability Requirements (P&CR) development for each platform. The Contractor shall support Weapon System Explosive Safety Review Board (WSESRB), Doctrine Working Group, Tactical Action Working Group and the AEGIS/SSDS HSI Warfighter Improvement Working Group.

Additional definitive tasks the Contractor shall perform as a part of systems engineering support are:

- Assess existing and emerging tactical and training technologies for the SSDS.

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- Analyze HSI/HMI alternatives and gather fleet input regarding required capabilities.
- Observe tests of SSDS capability and assist in the development and verification of applicable Tactics, Techniques and Procedures (TTP).
- Provide engineering level interaction with field activities, laboratories, and service/government representatives.
- Provide at-sea evaluation of the SSDS and report HSI/HMI difficulties to the system Design Agent.

3.2.2.1 Systems Engineering Deliverables – The Contractor shall deliver systems engineering data in accordance with the following CDRL's: A003; A004; A007.

3.2.3 Task Area 3: Documentation and Data Management – The Contractor shall provide configuration management expertise and recommendations as a voting member of the SSDS Configuration Control Boards. The Contractor shall be required to produce technical documentation and support materials to be used in preparing specifications for selected capabilities. These requirements can include the following efforts:

- Development of engineering change proposals and for the analysis and review of performance characteristics.
- Develop HMI test and evaluation documentation, to include at-sea testing plans, laboratory testing documents, new technology evaluation documents and usability engineering documents.
- Evaluate modifications and upgrades as a result of maintenance efforts, technology refresh, redesign/reengineering, and obsolescence management.
- Provide recommendation for the Development of computer based training (CBT) syllabi, platform-specific training, and interactive electronic technical manuals (IETMs).

The Contractor shall draft, review, edit and finalize the following:

- Project Status Briefings
- Project Status Reports
- Test and Evaluation Plans
- Test and Evaluation Reports
- Technical Reports and White Papers
- Tactics, Techniques and Procedures
- Final Reports

3.2.3.1 Documentation and Data Management Deliverables – The Contractor shall deliver documentation and data management data in accordance with the following CDRL's: A001; A002; A003; A007.

3.2.4 Task Area 4: Test and Evaluation – The Contractor shall document the results of laboratory, developmental, and field-testing performed under the project. The Contractor shall be responsible for the design of test methodologies and the performance of those tests to evaluate HMI in an at-sea or laboratory environment. Test plans shall include the standards, checklists, validation materials, procedures, technical measures of performance, and tasks necessary to conduct HMI usability assurance testing. The Contractor shall provide technical expertise and engineering guidance in developmental testing and analytical test and data analysis for selected ship systems technologies, prototyped capabilities, and related systems that require qualification to meet specific HSI/HMI integration attributes. Selected actions required within this area will be the development of a test data collection and analysis plan. Writing of test

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plans, data recording (planning/storage), event reconstruction, data analysis, and final report documentation of test results are products of this effort.

The Contractor shall possess the resources and capabilities in the following areas:

- Test and experimentation planning and execution
- Standard video and digital photography for qualitative analysis
- Data collection and storage facilities
- Post-test data analysis and reporting

3.2.4.1 Test and Evaluation Deliverables – The Contractor shall deliver test and evaluation deliverables in accordance with the following CDRL’s: A003; A006; A007.

3.2.5 Task Area 5: Training Development and Support – The Contractor shall coordinate with various government, civilian and military personnel in the development of Tactics, Techniques and Procedures (TTPs), and course curriculum, for employment of selected technologies and field deployable systems. The Contractor shall interact with field activities and service representatives to determine the engineering and analytical disciplines required to adequately train the end user and technical support community. The Contractor shall recommend instruction and training methodologies, including field exercises or simulator training, necessary to ensure the attainment and retention of knowledge, skills, and attitudes regarding the platforms, systems, and war fighting capabilities inherent in the SSDS.

3.2.5.1 Training Development and Support Deliverables – The Contractor shall deliver training development and support data in accordance with the following CDRL’s: A003.

3.2.6 Task Area 6: Reporting Requirements – An Interim financial progress reports shall be delivered periodically during the performance of this order. The Contractor shall also provide a final report at the completion of the task order.

3.2.6.1 Reporting Requirements Deliverables – The Contractor shall deliver reporting requirements data in accordance with the following CDRL’s: A006; A008.

4.0 TRAVEL – All travel under this task order must be at the request of and authorized by the TOM, in writing or by electronic mail, and must show the appropriate task order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this task order. Travel, in the performance of duties described in this statement of work is estimated as, but not limited to what is defined in Table 4-1.

4.1 Shipboard Protocol – The Contractor shall ensure its personnel adhere to these requirements when performing shipboard alterations. Compliance shall be reported in the trip report and comply with the following:

- All personnel working shipboard shall possess at least a SECRET security clearance.
- All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy, and procedures.
 - o Alarms – actual or drill
 - o Safety – hardhats, tag-outs, safety shoes, goggles, etc. as applicable.
 - o HAZMAT – bringing hazardous materials aboard, using hazardous materials, etc.

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· The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

· The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the alteration and the operational condition of the affected equipment.

Table 4 1. Anticipated Contractor Travel

Destinations	Number of Trips		Number of Days	Number of People
Washington, DC	4	3	3	
Laurel, MD	6	2	3	
San Diego, CA	5	4	3	
Oxnard, CA	2	4	2	
Seattle, WA	1	5	2	
Moorestown, NJ	2	5	2	
Dahlgren, VA	4	2	3	
New Orleans, LA	1	4	2	
Wallops Island, VA	6	3	1	
At-Sea	4	10	2	

4.2 Reporting Requirements Deliverables – The Contractor shall deliver travel reports in accordance with the following CDRL: A004.

5.0 TRAINING – The Contractor is expected to provide fully trained and competent personnel to accomplish this order. No costs associated with the training of contractor personnel will be reimbursed. The title of the event is irrelevant (conference, seminar, symposium, etc.); if there is a fee charged to participate, it is considered training and will not be reimbursed.

6.0 Place of Performance – Efforts under this order shall be performed primarily at contractor provided facilities. Tasks may also be performed at NAVSEA CDSA Dam Neck or at other government facilities or short-term temporary duty assignment locations.

7.0 TASK ORDER MANAGEMENT

7.1 PROGRESS REPORTS AND EXPENDITURE REPORTS

The contractor shall submit a Progress and Expenditure Reports in accordance with CDRLS A001 and A008. 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 data shall be current through the “as of” date of the report. The specific format shall be approved by the TOM and the Contract Specialist. The following information shall be provided as a minimum:

a. Technical –

1. Discuss efforts performed during the reporting period.
2. Discuss the status of any assigned deliverables. This shall include CDRL reference, deliverable title, date due and date delivered.
3. Identify any problems encountered (technical/schedule/cost) and resolutions.
4. Specifically note if there are any unresolved problems/issues at the end of the reporting period.
5. The final report for each contract period shall include a cumulative list of all deliverable items provided. Detail shall be the same as that provided in monthly reports.

b. Expenditure data –

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1. Provide current and cumulative expenditures of both hours and dollars.

Separately show expenditures by CLIN. Show the amount funded and compute a funding balance.

2. Provide line graphs showing expenditures of both hours and dollars. These graphs shall show planned expenditures as well as funded level.

3. Provide the names of all personnel charging to the CLIN. Organize these data by contract labor category and show both current and cumulative hours charged for each person. Separately show uncompensated hours/total time accounting hours worked (if applicable).

4. Total expenditures shall be compared to those invoiced for the same period and differences explained.

5. The above detail information shall be provided for current contract period CLINs only. Information required by para 1 above shall also be provided for each previous CLIN so as to provide a summary for the Task Order.

Distribution requirements: The report shall be provided to the TOM, the A-TOM if identified and the Contract Specialist. Other distribution may be mutually agreed to.

8.0 In Progress Reviews (IPR)

The contractor shall participate in both formal and informal IPRs of work being performed. Formal reviews will be scheduled by the Government and will be conducted in Government spaces. 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 Task Order's TOM. Subsequent IPRs shall be held approximately every 90 days thereafter unless waived by the Government.

COMPUTER USAGE

Information Security and Computer System Usage: In accordance with U.S. Navy Policy, any personnel, including the contractor, who utilizes DoD owned systems shall assume responsibility for adherence to restrictions regarding internet and email usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DoD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DoD system may be monitored. Use of a DoD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used for administrative, criminal or adverse action.

TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

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

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

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(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 contract 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 contract, 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 five years after completion of performance of this order.

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

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this order. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this order. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract 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

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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.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SEAPORT-e Contract.

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached DD Form 1423's, Contract Data Requirements List, Exhibit A.

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP), Attachment J.3.

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

<http://cpars.navy.mil>

ACCEPTANCE PLAN

a. The Task Order Manager (TOM) has the responsibility for Government Inspection and Acceptance. The TOM, or a duly appointed representative, will perform inspection at the place of performance or at CDSA Dam Neck, Virginia Beach, Virginia.

b. Criteria for Government Inspection and Acceptance will be verification of Contractor performance.

c. The TOM/ATOM will provide technical coordination and discussion, as necessary, with respect to specifications or SOW issues and monitoring the progress and quality of the Contractor's performance. The TOM/ATOM is not an Administrative Contracting Officer (ACO) or Ordering Officer. The TOM/ATOM does not have the authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality standards, place of performance, delivery schedule, or any other terms and conditions of the contract or this order. The TOM/ATOM also may not direct the accomplishment of effort that goes beyond the scope of the contract or this order.

d. When, in the opinion of the Contractor, the TOM/ATOM requests effort that is outside of the existing scope of the contract or this task order, the Contractor shall promptly notify the Contracting Officer in writing. The Contractor under such direction shall take no action until the Contracting Officer has issued a change to the contract or order or has otherwise resolved the issue.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

1000	7/13/2006 - 9/30/2006
1100	10/1/2006 - 9/30/2007
1200	10/1/2007 - 9/30/2008
1300	10/6/2008 - 9/30/2009
3000	7/13/2006 - 9/30/2006
3100	10/1/2006 - 9/30/2007
3200	10/1/2007 - 9/30/2008
3300	10/6/2008 - 9/30/2009
4000	3/24/2009 - 9/30/2009
4100	10/1/2009 - 9/30/2010
6100	10/1/2009 - 9/30/2010
4200	10/1/2010 - 6/18/2011
6000	3/24/2009 - 9/30/2009
6200	10/1/2010 - 6/18/2011

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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 contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

DdI-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

CONTRACTING OFFICER

Name: LINDA D. WILKES

Address: Code CSX11

Naval Surface Warfare Center, Dahlgren Division

17630 Dahlgren Road, Dahlgren, VA 22448-5100

Phone: (540) 653-7081; FAX: (540) 653-7088

E-mail: linda.wilkes@navy.mil

CONTRACT SPECIALIST

Name: THERESA ASHTON

Address: Code CSX11J

Naval Surface Warfare Center, Dahlgren Division

17630 Dahlgren Road, Dahlgren, VA 22448-5100

Phone: (540) 284-0707; FAX: (540) 653-7088

E-mail: theresa.ashton@navy.mil

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TASK ORDER MANAGER (TOM)

Name: DOUG DECRISTOFORO

Address: CODE F32 CDS D

1922 REGULUS AVENUE

VIRGINIA BEACH, VA 23461-2097

Phone: (757) 492-8298

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E-mail: doug.decristoro@navy.mil

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 order. The total level of effort for the performance of this contract 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 his proposal.

	TOTAL MANHOURS	COMPENSATED	UNCOMPENSATED
Base Period	1441	1441	0
Option One	4484	4484	0
Option Two	4484	4484	0
Option Three	4576	4576	0
Option Four	0	0	0
Option Five	4484	4484	0
Option Six	3340	3340	0
Total hours	22,809	22,809	0

(b) Listed above are both 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. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/ TTA 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 86 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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

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Required LOE

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

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

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

- (1) the total number of man hours of direct labor expended during the applicable period;
- (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs;
- (3) a breakdown of other costs incurred; and
- (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period.

Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun;

- (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and
- (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Deleted per Amendment 0001 of the basic contract

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

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 7 % 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.

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(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.

FINALIZED FIXED FEE

(a) 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).

(b) If 100% or more of both the compensated and uncompensated hours specified in the clause "LEVEL OF EFFORT" (SEA 5252.216-9122) are provided, the contractor will receive the full fixed fee.

(c) 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 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%.

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

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

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for 101. The following details funding to date:

See attached ACRN Tracking Sheet.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

See attached ACRN Tracking Sheet.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

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(a) Travel Costs (Including Foreign Travel)

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

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCDD when NSWCDD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

5252.232-9001 SUBMISSION OF INVOICES (COST REIMBURSEMENT, TIME AND MATERIALS, LABOR HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at the following address (TO BE COMPLETED AT TIME OF AWARD) unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to Contract Specialist and the TOM. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

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(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the contract

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

___X_ is required only with the final invoice.

_____ is not required.

(f) A Certificate of Performance

__X__ shall be provided with each invoice submittal.

_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

Accounting Data

SLINID	PR Number	Amount
100001	F32000/61815545	8000.00
LLA :		
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 41F860645K01		
300001	F32000/61815545	2000.00
LLA :		
AA 97X4930.NH1E 000 77777 0 000178 2F 000000 41F860645K01		

BASE Funding 10000.00
Cumulative Funding 10000.00

MOD 01

100002	F32000/62273398	93000.00
LLA :		
AB 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010		
Standard Number: N0002406WX10578 (ACRN: AA)		
300002	F32000/62273398	7000.00

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LLA :
AB 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002406WX10578 (ACRN: AA)

MOD 01 Funding 100000.00
Cumulative Funding 110000.00

MOD 02

100002 F32000/62273398 (93000.00)
LLA :
AB 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002406WX10578 (ACRN: AA)

110001 F32000/62273398 93000.00
LLA :
AB 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002406WX10578 (ACRN: AA)

300002 F32000/62273398 (7000.00)
LLA :
AB 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002406WX10578 (ACRN: AA)

310001 F32000/62273398 7000.00
LLA :
AB 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002406WX10578 (ACRN: AA)

MOD 02 Funding 0.00
Cumulative Funding 110000.00

MOD 03

110001 F32000/62273398 (93000.00)
LLA :
AB 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002406WX10578 (ACRN: AA)

110002 F32000/62716397 4000.00
LLA :
AC 97X4930.NH1E000 77777 0 000178 2F 000000 41F860626R04

310001 F32000/62273398 (7000.00)
LLA :
AB 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002406WX10578 (ACRN: AA)

310002 F32000/62716397 3000.00
LLA :
AC 97X4930.NH1E000 77777 0 000178 2F 000000 41F860626R04

MOD 03 Funding -93000.00
Cumulative Funding 17000.00

MOD 04

110003 F32000/63344633 80000.00
LLA :
AD: 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002407WX10772 (ACRN: AA)

310003 F32000/63344633 18000.00
LLA :
AD: 1761319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002407WX10772 (ACRN: AA)

MOD 04 Funding 98000.00
Cumulative Funding 115000.00

MOD 05

110004 F32000/70548162 42000.00

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LLA :
 AE AA 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10
 Standard Number: N0002407WX00106 (ACRN: AA)

110005 F32000/70713982 75000.00

LLA :
 AF AA 1771319 A5XZ253 SASWS 0 068342 2D 465510 K9589000CON0
 Standard Number: N0002407WX12614 (ACRN: AA)

310004 F32000/70548162 7214.00

LLA :
 AE AA 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10
 Standard Number: N0002407WX00106 (ACRN: AA)

310005 F32000/70713982 25000.00

LLA :
 AF AA 1771319 A5XZ253 SASWS 0 068342 2D 465510 K9589000CON0
 Standard Number: N0002407WX12614 (ACRN: AA)

MOD 05 Funding 149214.00
 Cumulative Funding 264214.00

MOD 06

110006 F32000/70871227 6000.00

LLA :
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10
 Standard Number: N0002407WX00106 (ACRN: AA)

310006 F32000/70871227 1750.00

LLA :
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10
 Standard Number: N0002407WX00106 (ACRN: AA)

MOD 06 Funding 7750.00
 Cumulative Funding 271964.00

MOD 08

110007 F32000/71130742 41026.00

LLA :
 AE 1771804 8U6N 253 SASWS 0 068342 2D 000000 46NR10000R10
 Standard Number: N0002407WX00106 (ACRN: AA)

MOD 08 Funding 41026.00
 Cumulative Funding 312990.00

MOD 09

110008 F32000/7162519 95000.00

LLA :
 AG 1771319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
 Standard Number: N0002407WX10697 (ACRN: AA)

310007 F32000/71625719 3500.00

LLA :
 AG 1771319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
 Standard Number: N0002407WX10697 (ACRN: AA)

MOD 09 Funding 98500.00
 Cumulative Funding 411490.00

MOD 10

120001 F32000/72691814 4000.00

LLA :
 AH 1771811 1388 253 3XWCL 0 068342 2D 000000 20101400001A
 Standard Number: N0002407WX21698 (ACRN: AA)

320001 F32000/72691814 1000.00

LLA :
 AH 1771811 1388 253 3XWCL 0 068342 2D 000000 20101400001A
 Standard Number: N0002407WX21698 (ACRN: AA)

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MOD 10 Funding 5000.00
Cumulative Funding 416490.00

MOD 11

120002 F32000/72998707 90000.00
LLA :
AJ 1771811 1388 253 3XWCL 0 068342 2D 000000 20101400001C
Standard Number: N0002407WX21698 (ACRN: AB)

320002 F32000/72998707 10000.00
LLA :
AJ 1771811 1388 253 3XWCL 0 068342 2D 000000 20101400001C
Standard Number: N0002407WX21698 (ACRN: AB)

MOD 11 Funding 100000.00
Cumulative Funding 516490.00

MOD 12

120003 F32000/80243037 72000.00
LLA :
AK 1781811 6212 253 3HWGY 0 068342 2D 000000 21247400001E
Standard Number: N0002408WX20969 (ACRN: AA)

120004 F32000/80243031 45000.00
LLA :
AL 1781804 8C2C 253 SASWS 0 068342 2D 000000 12C42SWE0420
Standard Number: N0002408WX00161 (ACRN: AA)

320003 F32000/80243037 8000.00
LLA :
AK 1781811 6212 253 3HWGY 0 068342 2D 000000 21247400001E
Standard Number: N0002408WX20969 (ACRN: AA)

320004 F32000/80243031 5000.00
LLA :
AL 1781804 8C2C 253 SASWS 0 068342 2D 000000 12C42SWE0420
Standard Number: N0002408WX00161 (ACRN: AA)

MOD 12 Funding 130000.00
Cumulative Funding 646490.00

MOD 13

120005 F32000/80671861 120000.00
LLA :
AM 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400002E
Standard Number: N0002408WX21287 (ACRN: AA)

320005 F32000/80671861 20000.00
LLA :
AM 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400002E
Standard Number: N0002408WX21287 (ACRN: AA)

MOD 13 Funding 140000.00
Cumulative Funding 786490.00

MOD 14

130001 F32000/82771510 1500.00
LLA :
AN 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400001A
Standard Number: N0002408WX21291 (ACRN: AA)

330001 F32000/82771510 500.00
LLA :
AN 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400001A
Standard Number: N0002408WX21291 (ACRN: AA)

MOD 14 Funding 2000.00

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Cumulative Funding 788490.00

MOD 15

130002 F32000/83026162 10000.00
 LLA :
 AN 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400001A
 Standard Number: N0002408WX21291 (ACRN: AA)

330002 F32000/83026162 7470.00
 LLA :
 AN 1781811 6210 253 3HWGY 0 068342 2D 000000 23173400001A
 Standard Number: N0002408WX21291 (ACRN: AA)

MOD 15 Funding 17470.00
 Cumulative Funding 805960.00

MOD 16

130003 F32000/90156062 55000.00
 LLA :
 AP 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
 Standard Number: N0002409WX10168 (ACRN: AA)

330003 F32000/90156062 10000.00
 LLA :
 AP 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
 Standard Number: N0002409WX10168 (ACRN: AA)

MOD 16 Funding 65000.00
 Cumulative Funding 870960.00

MOD 17

130004 F32000/90281003 138370.00
 LLA :
 AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E
 Standard Number: N0002409WX20175 (ACRN: AA)

330004 F32000/90281003 15874.00
 LLA :
 AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E
 Standard Number: N0002409WX20175 (ACRN: AA)

MOD 17 Funding 154244.00
 Cumulative Funding 1025204.00

MOD 19

130005 F32000/91310405 38000.00
 LLA :
 AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E
 Standard Number: N0002409WX20175 (ACRN: AA)

330005 F32000/91310405 4412.00
 LLA :
 AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E
 Standard Number: N0002409WX20175 (ACRN: AA)

MOD 19 Funding 42412.00
 Cumulative Funding 1067616.00

MOD 20

130006 F32000/92475153 11941.00
 LLA :
 AR 1781319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
 Standard Number: N0002409WX10448 (ACRN: AA)

330004 F32000/90281003 (5000.00)
 LLA :
 AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E
 Standard Number: N0002409WX20175 (ACRN: AA)

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MOD 20 Funding 6941.00
Cumulative Funding 1074557.00

MOD 21

410001 F32000/92804810 11895.00
LLA :
AP 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002410WX10418 (ACRN: AA)

610001 F32000/92804810 2000.00
LLA :
AP 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002410WX10418 (ACRN: AA)

MOD 21 Funding 13895.00
Cumulative Funding 1088452.00

MOD 22 Funding 0.00
Cumulative Funding 1088452.00

MOD 23

410002 F32000/93242836 61660.00
LLA :
AP 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002410WX10418 (ACRN: AA)

610002 F32000/93242836 15000.00
LLA :
AP 1791319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002410WX10418 (ACRN: AA)

MOD 23 Funding 76660.00
Cumulative Funding 1165112.00

MOD 24

410003 F31000/00540423 87000.00
LLA :
AS 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002410WX10160 (ACRN: AA)

610003 F31000/00540423 13000.00
LLA :
AS 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002410WX10160 (ACRN: AA)

MOD 24 Funding 100000.00
Cumulative Funding 1265112.00

MOD 25

410004 F31000/01053646 44100.00
LLA :
AS 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002410WX10160 (ACRN: AA)

610004 F31000/01053646 4900.00
LLA :
AS 1701319 A5XZ 253 SASWS 0 068342 2D 465510 K21780000010
Standard Number: N0002410WX10160 (ACRN: AA)

MOD 25 Funding 49000.00
Cumulative Funding 1314112.00

MOD 26 Funding 0.00
Cumulative Funding 1314112.00

MOD 27

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410005 F31000/01728588 79910.00

LLA :

AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E

Standard Number: N0002410WX20921 (ACRN: AC)

610005 F31000/01728588 9006.00

LLA :

AQ 1791811 6210 253 3HWGY 0 068342 2D 000000 23173400002E

Standard Number: N0002410WX20921 (ACRN: AC)

MOD 27 Funding 88916.00

Cumulative Funding 1403028.00

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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 SBA's 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.

MANDATORY REQUIREMENTS

The following requirements are mandatory and must be met prior to award of a contract as well as maintained throughout the period of performance:

1. Organization Conflict of Interest - The offeror shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest. In accordance with the clause HQ C-2-0037 the Contractor shall notify the Contracting Officer in writing of any organizational conflict of interest or any potential organizational conflict of interest that is discovered after award.
2. Security Requirements - All personnel performing classified tasks under this order shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET for all personnel assigned to perform work at CDSA Dam Neck or on board U.S. Navy ships.
 - a. Contractor requests for visit authorizations shall be submitted in accordance with DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three working days prior to visit (except in cases of urgency). When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited. When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of NAVSEA CDSA Dam Neck via the TOM, with the original copy of the request being forwarded to the activity being visited by the NAVSEA CDSA Dam Neck Security Officer.
 - b. Visit requests for subcontractors shall be submitted to the appropriate contractor Facility Security Officer (FSO) for certification of need to know, when applicable.
 - c. The contractor's facility must be cleared at the SECRET level for both processing and storage.

Government-Furnished Information (GFI)

No GFI is to be provided at this time. Items required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

Government-Furnished Equipment (GFE)

No GFE is to be provided at this time. GFE required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

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Contractor Acquired Property and Services

The Contractor is expected to acquire those materials and services necessary for HSI/HMI integration engineering support for the SSDS specific to this task order.

Contractor acquired property and services other than those described above, shall be described in the Contractor's proposal for this order or in a letter requesting modification of this order.

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 listed below:

Senior Systems Engineer or Analyst:

Demonstrate professional and specialized expertise, credentials, and experience in the following areas:

1. Extensive background in analysis and integration of new Navy Combat Systems. (Fifteen years of applicable experience to include AEGIS, ACDS Block 0/1, CEC, and SSDS is desired.)
2. Human System Integration/ Human Machine Interface engineering applied to Naval Surface Combat Systems to include Ships Self Defense System MK2 (Fifteen years of experience).
3. Navy operational background in CDC/CIC on CV/CVN and L-Class ships.
4. Expert-level background across a broad spectrum of human factors engineering modalities. (Ten years of applicable experience is desired.)
5. In-depth understanding of Navy shipboard systems and the associated human interface requirements that permits expedited problem solving and resolution of technical and programmatic issues.
6. Defense industry experience in software design requirements and testing prototype systems. (Ten years of applicable experience is desired.)
7. Classroom and at-sea experience training operators for major shipboard systems.
8. Demonstrated development of foundation documentation for SSDS ship classes including, Operator Job Descriptions (OJD), Concept of Operations (CONOPS), Cornerstone Requirements, Performance and Compatibility Requirements (P&CR), and System/Subsystem Specifications (SSS).
9. Experience as a reviewer of HMI System Requirements Specifications (SRS) and member of the Navy Review Team (NRT).
10. Leadership experience within the Battle Management Organization/Human Machine Interface (BMO/HMI) Working Group for the development of the Ship's Self-Defense System (SSDS) Mark Two (MK2). (5 years applicable experience is desired.)
11. Demonstrated knowledge of accepted industrial methods and ability to conduct data collection, performance measurements, and statistical analysis to establish manpower requirements and staffing standards.
12. Experience in conducting fleet experiments and associated training.
13. Experience in developing test scenarios, executing tests, and conducting posttest analysis.

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14. Experience in writing and editing of doctrinal and tactical policy documents.

15. Experience in developing and writing training course materials for new and fielded systems.

Systems Engineer or Analyst:

1. Background in analysis and integration of new Navy Combat Systems. (10 years of applicable experience to include AEGIS, ACDS Block 0/1, CEC, and SSDS is desired.)

2. A minimum of 5 years experience in or support of test, design and development for Navy surface command and control platforms is required including SSDS MK2.

3. Experience within the Battle Management Organization/Human Machine Interface (BMO/HMI) Working Group for the development of the Ship's Self-Defense System (SSDS) Mark Two (MK2). (3 years applicable experience is desired.)

(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.4 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

(e) AVAILABILITY (state as a percentage of a total manyear the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products

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sare shall be provided. Phrases such as "assisted with", "participated in", or "supported" 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 offerors ability to perform the contract. The following format is preferred:

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

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

Employee Signature and Date Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

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

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Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

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

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in an attachment to the order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the order.

POST AWARD CONTRACT PERSONNEL APPROVAL

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

SEA 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.

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SAVINGS INITIATIVES

The Task Order will provide repetitive engineering support services. Therefore, contractors are encouraged, as much as practicable, to identify business improvement processes, cost efficiencies, innovations, and/or other cost savings initiatives to provide high quality services that will result in savings to the Government.

The following cost savings initiatives are required under this order:

1. Reduced Fee

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE:

52.216-8 Fixed Fee MAR 1997

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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.

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SECTION J LIST OF ATTACHMENTS

Exhibit A, DD FORM 1423, Contract Data Requirements List

Attachment J.1, DD Form 254, Contract Security Requirements

J.2 Quality Assurance Surveillance Plan (QASP)

ACRN Tracking Sheet