

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 08-Jun-2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 teresa.spiker@navy.mil 540-653-7039	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CORTEK 6508 Prospect Street Fredericksburg VA 22407	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5016-0002
	10B. DATED (SEE ITEM 13) 31-Jul-2009

CAGE CODE 4FRQ2 FACILITY CODE

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)

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) Subcontractor Addition IAW FAR 52.244-2, Alt 1 and Mutual Agreement

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Emily M Glazman, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Emily M Glazman (Signature of Contracting Officer)	07-Jun-2011

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GENERAL INFORMATION

The purpose of this modification is to include a revised Statement of Work (SOW) paragraph C.7, make corrections to the Funding Profile and Allotment of Funds tables in Section G, to revise the Key Personnel clause in Section H, and to incorporate a new subcontractor and add them to the list in Section I of the task order.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from

The total value of the order is hereby increased from

1. In Section C, SOW paragraph C.7 is revised to add the requirement for Secure Compartmented Information (SCI) to the existing Top Secret (TS) requirement. The addition to the SOW paragraph was sent to the Contractor on 3 June 2011. The Contractor reviewed it and agreed with the additions as shown in e-mail dated 6 June 2011 from Rich Shafferman.
2. In Section G, the Funding Profile is corrected to reflect available funds for CLIN 6001 in the amount c . In the NAVSEA 5252.232-9104 Allotment of Funds table, CLIN 4001 is corrected to show that the amount allotted to cost is \$ and the amount allotted to fee is \$. The total amount is unchanged by these corrections.
3. The Key Personnel clause in Section H is revised to add the requirement for SCI to the existing TS requirement for the Program Manager and Senior Acquisition Manager Key categories. This addition was also sent to the Contractor on 3 June 2011, who indicated their agreement in the e-mail from Rich Shafferman on 6 June 2011.
4. In accordance with FAR 52.244-2, Alt 1, Subcontracts, Booz Allen and Hamilton is added to the task order as a subcontractor. This addition does not impact the established task order ceiling. Section I clause 52.244-2, Alt 1 is revised to reflect the addition of this approved subcontractor.

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

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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	The contractor shall provide technical services in accordance with the Statement of Work (SOW). (TBD)	1.0 Lot			
100001	Incremental funding in the amount of (OTHER)				
100002	Incremental funding in the amount of PN)				
100003	Incremental funding in the amount of OPN)				
100004	Incremental funding in the amount of)PN)				
100005	Incremental funding in the amount of (Decreased to y Mod -06) (OPN)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Costs for CLIN 1000. (TBD)	1.0 Lot	
300001	Incremental funding in the amount of)		
300002	Incremental funding in the amount of		

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(OPN)

300003 Incremental
funding in the
amount of
(OPN)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4001	The contractor shall provide technical services in accordance with the Statement of Work (SOW). (TBD)	1.0 Lot		
400101	Incremental funding in the amount of (OPN)			
400102	Incremental funding in the amount of (OTHER)			
400103	Incremental funding in the amount of (OPN)			
400104	Incremental funding in the amount of (OTHER)			
400105	Incremental funding in the amount of (OTHER)			
400106	Incremental funding in the amount of (OTHER)			
400107	Incremental funding in the amount of (OTHER)			
400108	Incremental funding in the amount of (OTHER)			
400109	Incremental funding in the amount of (HER)			

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400110 Incremental
funding in the
amount of
(OTHER)

4002 The contractor 1.0 Lot
shall provide
technical
services in
accordance with
the Statement of
Work (SOW). (TBD)
Option

4003 The contractor 1.0 Lot
shall provide
technical
services in
accordance with
the Statement of
Work (SOW). (TBD)
Option

4004	The contractor shall provide technical services in accordance with the Statement of Work (SOW). (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6001	Other Direct Costs for CLIN 4001. (TBD)	1.0 Lot	
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600101 Incremental
funding in the
amount of \$
(OTHER)

600102 Incremental
funding in the
amount of
(OTHER)

600103 Incremental
funding in the
amount of
(OTHER)

600104 Incremental
funding in the
amount of
(OTHER)

600105 Incremental
funding in the

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amount of
(OTHER)

600106 Incremental
funding in the
amount of
(OTHER)

600107 Incremental
funding in the
amount of
(OTHER)

600108 Incremental
funding in the
amount of
(OTHER)

6002 Other Direct 1.0 Lot
Costs for CLIN
4002. (TBD)
Option

6003 Other Direct 1.0 Lot \$0.00
Costs for CLIN
4003. (TBD)
Option

6004 Other Direct 1.0 Lot \$0.00
Costs for CLIN
4004. (TBD)
Option

USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

TYPE OF ORDER

This is a term (LOE) order.

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

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

ADDITIONAL CLINS

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

EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

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

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(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

C.1 BACKGROUND

The Asymmetric Options Technology Branch (Z11), Measured Response Options Division (Z10), Asymmetric Defense Systems Department (Z) at the Naval Surface Warfare Center, Dahlgren Division requires Scientific and Engineering Technical Assistance (SETA) support. The objective of this task order is to obtain expert technical support in the areas of joint force protection services, management and professional support services; studies; analyses, and evaluations; and engineering and technical services. These services shall be provided in support of existing and near term acquisition efforts for the Joint Force Protection Advanced Security System (JFPASS) Joint Capability Technology Demonstration (JCTD) and other related projects associated with Physical Security and Force Protection Systems (e.g., Base Expeditionary Targeting and Surveillance Systems – Combined (BETSS-C).

C.2 SCOPE

The JFPASS JCTD intends to demonstrate, operationally assess, and transition advanced force protection capabilities enabling the integration, automation, and fusion of information among mature force protection systems to provide a more effective, automated, layered, and comprehensive joint force protection capability. The JFPASS JCTD capabilities provide access control, perimeter security, non-intrusive inspection, waterside security, and Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) sensing and protection. The JFPASS JCTD will demonstrate effective integration of these technologies via a robust Command and Control (C2) architecture that will become the blueprints for future instantiations of this capability. This architecture will include: standard, scalable connectivity (plug and play); a common and integrated operational picture; a decision support system; with affordable logistics and maintenance.

C.3 TECHNICAL SUPPORT

The contractor shall provide the necessary services to support all mission areas of the JFPASS JCTD and related efforts. Specific support will be in Management and Professional Support Services, Operations and Training, Acquisition Management, Logistics and Studies, Analyses and Evaluations, and Engineering and Technical Services.

C.3.1 Management and Professional Services

The contractor shall support or contribute to improved organization or program management, logistics management, analysis and evaluation, fielding support, project monitoring, and reporting, data collection, budgeting, accounting, auditing and administrative/technical support for conferences and training programs. In addition the contractor shall review and assess existing managerial policies and organizations, develop alternative procedures, and examine alternate applications and adaptations of existing or developing technologies.

C.3.2 Planning and Programming Integration Support

The contractor shall provide technical expertise in support of plans, programs, and process development. The contractor shall analyze and document JFPASS JCTD and other related efforts near and long term plans pertaining to modernization, force structure composition and disposition, doctrine, policy, and programming activities. The contractor shall analyze, develop, and evaluate issues and develop recommendations to resolve substantive problems/issues of effectiveness and efficiency of work plans and operations within the JFPASS JCTD and other related efforts. The contractor shall collect, organize, search, and select appropriate data for assisting Program Managers and Project Leads in the development and preparation of planning and programming documents. The contractor shall prepare detailed plans, budgets, and schedules for JFPASS JCTD and other related efforts plans and programs and participate with senior JFPASS leadership in fiscal planning and programming. The contractor shall analyze JFPASS Program Objective Memorandum (POM) submissions and recommend improvements.

C.3.3 Project Office Operations Support

The contractor shall support project office operations to include briefing preparation, tasking progress monitoring,

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programmatic reviews, acquisition documentation, risk management, budget development and controls, contracts management support, requirements analysis, design reviews, production planning, material fielding plans, system sustainment management, operator and maintenance training, logistics planning and management, and other project management and project analyst support tasking as required. The contractor shall support integration of all project activities. The contractor shall travel as necessary to provide the required support at all Project Office support locations, fielding sites, customer locations, supporting and supported Government agency locations, Prime contractor and subcontractor sites, and other locations as required, including both CONUS and OCONUS sites.

C.3.4 Business Management Support

The contractor shall assess cost estimates, prime contract performance measurements, prime contract deliverables, schedule documentation, and other related acquisition management products and tasks.

C.3.5 Systems Engineering Support

The contractor shall provide support to the development and implementation of Systems Engineering processes from requirements identification through design verification to ensure user requirements, plan and execute engineering strategies in accordance with approved project acquisition strategies and plans, report contract execution status, provide support to all program acquisition and management review activities, establish and maintain requirements specifications, capabilities documents, requirements baselines (i.e. functional, allocated, and product baselines) and the interface control documents to facilitate development and verification.

C.3.5.1 The contractor shall assess the compliance, completeness, and consistency of component and interface requirements with current and evolving system requirements, information architecture, and system design. Assess accuracy of correlation of operational requirements to systems functions; and, assess allocation of desired system functions to HW/SW systems.

C.3.5.2 The contractor shall assist the program manager with requirements analysis to ensure that appropriate system and component solutions are developed. The contractor shall facilitate efforts to baseline, revise, and maintain requirements documents.

C.3.6 Project Analysis

The contractor shall assist in the requirement analysis and synthesis process. Also, facilitate identification and mitigation of technical risks associated with the baseline requirements. The contractor shall assess Technical Performance Measures (TPMs) and develop additional TPMs, as required, to facilitate technical risk management through the design process. The contractor shall review available test data and assess adequacy of technology employed.

C.3.7 Analysis and Evaluation

The contractor shall provide technical assistance in the coordination, planning, and execution of evaluation activities to include assistance in performing assessment and integration testing, site acceptance testing, and other evaluation activities as assigned. Assist in the coordination of testing/demonstration plans, schedules, and related documentation.

C.3.8 Logistics Management and Fielding Support

The contractor shall provide technical assistance in the coordination, planning, and execution of logistics and fielding activities. Prepare, update, coordinate and/or provide input to supportability strategies, Materiel Fielding Plans, and other documentation associated with Materiel Release planning. Assist in the development, coordination, and maintenance of ILS and Fielding plans, schedules, and related documentation.

C.4 OTHER SUPPORT AREAS

C.4.1 Management and Administration

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The contractor shall employ a program management structure to ensure the efficient execution of all taskings and the capability to report on the status of work performed. The contractor shall use a single Program Manager to administer all project activities and serve as the principle point of contact (POC) for all matters regarding project administration and reporting. To ensure efficient on-site management and administration of all task orders, the contractor shall identify a POC and an alternate who shall provide the official, direct, recurring interface between the contractor and the Government.

C.4.2 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this contract and shall be responsible for subcontractor performance on each task.

C.5 TASK ORDER MANAGEMENT

C.5.1 Contractor's Progress, Status, and Management Report (CDRL A001)

C.5.1.1 The contractor shall submit a Monthly Progress Report within fifteen days after the end of the first month being reported and monthly thereafter. The report shall include details of personnel hours expended and a financial status accounting of funds expended, past spend rates, projected spend rate, and balance of funds. The contractor shall report work accomplished, planned activities, anticipated problem areas, meetings and travel. Copies of all deliverables shall be provided to the Task Order Manager (TOM) and Contract Specialist. Other distribution may be mutually agreed upon.

C.5.2 Table of Approved Personnel (CDRL A002)

C.5.2.1 The contractor shall submit a monthly report showing all personnel who have been approved to charge to this Task Order. This report is due concurrent with submission of the Monthly Progress, Status, and Management Report.

C.5.2.2 This report shall be submitted in table format that shall show the following: Task Order labor category, individual's name, date resume submitted, date resume approved, and date removed. If a resume is submitted as a replacement for a Key Person approved at time of award, the name of the individual being replaced shall also be provided.

C.6 DELIVERABLES

C.6.1 Deliverable requirements are summarized below. Copies of all deliverables, both formal and informal, shall be provided to the following distribution: Task Order Manager (TOM), Alternate Task Order Manager (A-TOM), and the Contract Specialist. Other distribution may be mutually agreed upon.

CDRL A001, Title: CONTRACTOR'S PROGRESS, STATUS, AND MANAGEMENT REPORT, DID No. DI-MGMT-80227, Frequency: Monthly, Date of First Submission: 15 days after the end of the month being reported on, Date of Subsequent Submission: Monthly thereafter, Remarks: Content to be as specified in paragraph C.5.1.1 above, Format to be approved upon by the TOM and the Contract Specialist.

CDRL A002, Title: TECHNICAL REPORT ~ STUDY SERVICES CONTRACT, Subtitle: Other Management Reports, DID No. DI-MISC-80508, Frequency: Monthly, Date of First Submission: 15 days after the end of the month being reported on, Date of Subsequent Submission: Monthly thereafter, Remarks: Content to be as specified in paragraph C.5.2.2 above, Format to be approved upon by the TOM and the Contract Specialist.

C.7 SECURITY

The nature of the contract requires contractor personnel to possess up to Top Secret (TS) / **Secure Compartmented Information (SCI)** security clearance. The contractor shall maintain a sound industrial security program. The contractor shall be responsible for understanding security obligations for the formulation of adequate regulatory procedures. Contract security requirements and contractor access to classified information shall be as specified in the DD Form 254, Contract Security Classification Specification.

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HQ C-2-0034 MINIMUM INSURANCE REQUIREMENTS (NAVSEA) (SEP 1990)

In accordance with the clause of this contract entitled "INSURANCE--WORK ON A GOVERNMENT INSTALLATION" (FAR 52.228-5), the Contractor shall procure and maintain insurance, of at least the kinds and minimum amounts set forth below:

- (a) Workers' Compensation and Employer's Liability coverage shall be at least \$100,000, except as provided in FAR 28.307 (a).
- (b) Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
- (c) Automobile Liability policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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 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 contract may create a potential organizational conflict of interest on the instant contract 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 contract 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 contract. 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 contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (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 contract and for a period of three years after completion of performance of this contract, 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

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or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. 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 contract, 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 contract 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 contract 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 contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract 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 contract 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 contract; 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 contract.

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

HQ C-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA)(AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

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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, certificates, and network addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

Connections Between NSWCDD and Contractor Facilities

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

Accreditation of Contractor-owned ISs

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

DIGITAL DELIVERY OF DATA

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

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

DdI-C41 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.

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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.

NON-DISCLOSURE AGREEMENTS (NDAs)

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific Statement of Work tasking. The TOM will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the TOM for endorsement and retention.

CONTROL OF CONTRACTOR PERSONNEL

The Contractor shall comply with the requirements of NAVSEA and NSWC instructions. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, social security numbers, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

IDENTIFICATION BADGES

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Department within forty eight hours following the completion of the contract, relocation or termination of an employee, and upon request by the Contracting Officer.

NON-PERSONAL SERVICES

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

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SECTION D PACKAGING AND MARKING

Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

All technical reports and other deliverable items shall be marked to include, as a minimum, the prime contractor's name, contract number, and task order number.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of services will be performance at the Naval Surface Warfare Center, Dahlgren Divison (NSWCDD), Dahlgren, VA by the Task Order Manager (TOM).

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

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

(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 website: <http://cpars.navy.mil>.

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor's performance will be evaluated through the Contractor Performance Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis. The CPARS evaluation will be based on all work performed (in whole or in part) during the previous 12-month period. The primary Government official responsible for the CPARS evaluation is the Task Order Manager (TOM) for the Task Order. The TOM may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

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

3.1 Quality of Product or Service – Addresses the extent to which the contractor (a) met Task Order requirements, including the accuracy and completeness of reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) effectively managed the performance of subcontractors and consultants, if applicable; (e) was proactive and demonstrated initiative; and (f) remained flexible to internal or external changes.

3.2 Schedule – Addresses the extent to which the contractor met Task Order project schedules, including the need for deadline extensions.

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

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

3.5 Management of Key Personnel – Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the Task Order regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

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QASP EVALUATION RATING LEVELS

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

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

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

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	7/31/2009 - 7/30/2010
3000	7/31/2009 - 7/30/2010
4001	7/31/2010 - 7/30/2011
6001	7/31/2010 - 7/30/2011

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

4002	7/31/2011 - 7/30/2012
4003	7/31/2012 - 7/30/2013
4004	7/31/2013 - 7/30/2014
6002	7/31/2011 - 7/30/2012
6003	7/31/2012 - 7/30/2013
6004	7/31/2013 - 7/30/2014

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

DdI-GI PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The Payment Office shall ensure that each payment under this Task Order is made in accordance with the accounting classification reference number (ACRNs) and SubLine (SLIN) numbers shown on each individual invoice, including attached data.

TASK ORDER ADMINISTRATION DATA - POINTS OF CONTACT

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

Name: Carlos Lama
Address: Code Z11
18372 Frontage Road, Suite 318
Dahlgren, VA 22448-5160
Phone: (540) 653-3306
E-mail: carlos.lama@navy.mil

The **Contracting Officer** for this order is:
(Or any NSWCDD Contracting Officer)

Name: Karen D. Lenox
Address: Code CXS13
Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, VA 22448-5110
Phone: (540) 653-8398
E-mail: karen.lenox@navy.mil

The **Contract Specialist** for this order is:

Name: Teresa Spiker
Address: Code CXS13-3
17632 Dahlgren Road, Suite 157
Dahlgren, VA 22448-5110
Phone: (540) 653-7039
E-mail: teresa.spiker@navy.mil

DdI-G50 INVOICE INSTRUCTIONS (NAVSEA) (APR 2007)

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

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

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

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

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- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00178</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00178</u>
Service Acceptor DODAAC	<u>N00178</u>
Service Approver DODAAC	<u>N00178</u>
Ship To DODAAC	<u>N00178</u>
DCAA Auditor DODAAC	<u>HAA47B</u>
LPO DODAAC	<u>N00178</u>
Inspection Location	<u>Destination</u>
Acceptance Location	<u>Destination</u>

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

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

Send Additional Email Notification To:
carlos.lama@navy.mil
teresa.spiker@navy.mil

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the Dahlgren WAWF point of contact Sherry Moore at (540) 653-7499 or sherry.moore@navy.mil, or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or Margaret.Morgan@navy.mil.

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause below. Consent to Subcontract authority is retained by the Procurement Contracting Officer.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in the SOW of this task order. The total level of effort for the performance of this order shall be ____ (to be completed at time of award) 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 information for the blanks in paragraphs (a) and (d) are to be completed by the offeror as part of their proposal.

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	Total Manhours	Compensated	Uncompensated
Base Period			0
Option 1			0
Option 2			0
Option 3			0
Option 4			0
TOTAL HOURS			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 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 order and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (unless telecommuting is specifically addressed in the contractor's/subcontractor's personnel policy and presented in the proposal), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this order shall be expended at an average rate of approximately _____ (to be completed at time of award) 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 order and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by task order modification.

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the contractor during the period of this order, the Contracting Officer, at its sole discretion, shall either:

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

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

or (ii) subject to the provisions of the clause of this 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 order.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the contractor's estimate of the total allowable cost incurred under the order for the period. Within 45 days after completion of the work under the order, the contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this order may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

FUNDING PROFILE

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

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Funding Profile						
CLIN	Total ECPFF	Funds This Action	Previous Funds	Funds Available	Balance Unfunded	Funded Hours
1000		\$ 0			\$ 0	
3000		\$ 0			\$ 0	N/A
4001		\$ 0			\$ 0	
6001		\$ 0			\$ 0	N/A
Total		\$ 0			\$ 0	

NAVSEA 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:

Allotment of Funds						
CLIN	Performance Period	Allotted to Cost	Allotted to Fee	Total	Est Pd Funded	
1000	31 Jul 09 - 30 Jul 10					
3000	31 Jul 09 - 30 Jul 10		N/A			N/A
4001	31 Jul 10 - 30 Jul 11					30-Jul-2011
6001	31 Jul 10 - 30 Jul 11		N/A			N/A

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amounts are expected to cover.

(c) CLINs/SLINs (1000/3000 and 4001/6001) are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

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 contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to 7.0% of the allowable cost of each invoice submitted by and payable to the contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE." Total fee(s) paid to the contractor shall not exceed the fee amount(s) set forth in the contract.

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

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

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

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

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

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

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

FINALIZED FIXED FEE

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

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

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

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

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

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

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

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

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

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

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

(i) Travel at U.S. Military Installations where Government transportation is available.

(ii) Travel performed for personal convenience/errands, including commuting to and from work, and

(iii) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractor's or employee's convenience.

DdI-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

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

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

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

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

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

POST AWARD CONFERENCE

(a) A Post-Award Conference with the successful offeror will be conducted within 30 working days after award of the contract. The meeting will be held at the contractor's primary facility for supporting this Task Order.

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

(c) The requirement for a Post-Award Conference shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the contract.

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Accounting Data
 SLINID PR Number Amount

 100001 Z03000 / 91556686
 LLA :
 AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z1109JCTD3

BASE Fundin
 Cumulative Fundin

MOD 01

100002 Z03000 / 00836703
 LLA :
 AB 2102035 0000 05Y 5YGU 53102205000 2516 12YGBA MIPROEDAVJPG09 YGBA12 044008
 Standard Number: MIPROEDAVJPG09
 300001 Z03000 / 00836703
 LLA :
 AB 2102035 0000 05Y 5YGU 53102205000 2516 12YGBA MIPROEDAVJPG09 YGBA12 044008
 Standard Number: MIPROEDAVJPG09

MOD 01 Funding
 Cumulative Fun,,

MOD 02

100003 Z03000 / 01064082
 LLA :
 AB 2102035 0000 05Y 5YGU 53102205000 2516 12YGBA MIPROEDAVJPG09 YGBA12 044008
 Standard Number: MIPROEDAVJPG09
 300002 Z03000 / 01064082
 LLA :
 AB 2102035 0000 05Y 5YGU 53102205000 2516 12YGBA MIPROEDAVJPG09 YGBA12 044008
 Standard Number: MIPROEDAVJPG09

MOD 02 Fundir
 Cumulative Func

MOD 03

100004 Z11000 / 01811502
 LLA :
 AB 2102035 0000 05Y 5YGU 53102205000 2516 12YGBA MIPROEDAVJPG09 YGBA12 044008
 Standard Number: MIPROEDAVJPG09
 100005 Z11000 / 01811541
 LLA :
 AC 2102035 0000 05Y 5YGU 53104516130 2516 12YGII MIPROEDAVJPG09 YGII12 044008
 Standard Number: MIPROEDAVJPG09
 300003 Z11000 / 01811541
 LLA :
 AC 2102035 0000 05Y 5YGU 53104516130 2516 12YGII MIPROEDAVJPG09 YGII12 044008
 Standard Number: MIPROEDAVJPG09

MOD 03 Funding
 Cumulative Fur.....

MOD 04 Funding 0.00
 Cumulative Funding

MOD 05

400101 Z12000 / 01872458
 LLA :
 AD 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z1110JCTD3

MOD 05 Fundi
 Cumulative F

MOD 06

100005 Z11000 / 01811541
 LLA :
 AC 2102035 0000 05Y 5YGU 53104516130 2516 12YGII MIPROEDAVJPG09 YGII12 044008
 Standard Number: MIPROEDAVJPG09
 400102 Z03000 / 02468586
 LLA :
 AE 2192035 0000 22 2010 53900017175 25FB VREF MIPR9HRF9J9556 J9PRRA S23185
 Standard Number: MIPR9HRF9J9556
 600101 Z03000 / 02468586
 LLA :
 AE 2192035 0000 22 2010 53900017175 25FB VREF MIPR9HRF9J9556 J9PRRA S23185
 Standard Number: MIPR9HRF9J9556

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MOD 06 Funding -
Cumulative Fundi

MOD 07

400103 02860626
LLA :
AC 2102035 0000 05Y 5YGU 53104516130 2516 12YGII MIPROEDAVJPG09 YGII12 044008
Standard Number: MIPROEDAVJPG09 (ACRN: AB)

MOD 07 Funding
Cumulative Funding

MOD 08

400104 Z12000 / 10685485
LLA :
AE 2192035 0000 22 2010 53900017175 25FB VREF MIPR9HRF9J9556 J9PRRA S23185
Standard Number: MIPR9HRF9J9556

600102 Z12000 / 10685485
LLA :
AE 2192035 0000 22 2010 53900017175 25FB VREF MIPR9HRF9J9556 J9PRRA S23185
Standard Number: MIPR9HRF9J9556

MOD 08 Funding
Cumulative Fund...

MOD 09

100001 Z03000 / 91556686
LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z1109JCTD3

400105 Z03000 / 10882749
LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z1010CTSTA

600103 Z03000 / 10882749
LLA :
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z1010CTSTA

MOD 09 Funding
Cumulative Funding

MOD 10

100001 Z03000 / 91556686
LLA :
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z1109JCTD3

400106 Z12000 / 10985482
LLA :
AG 2112020 0000 22 2010 13519700000 25FB VIRQ MIPR1FRF1J9082 J9ADRA S23185
Standard Number: MIPR1FRF1J9081 (ACRN: AA)

400107 Z12000 / 10985483
LLA :
AH 2112020 0000 22 2010 13519700000 25FB VIRQ MIPR1FRF1J9081 J9ADRA S23185
Standard Number: MIPR1FRF1J9081 (ACRN: AA)

400108 Z12000 / 11335370
LLA :
AJ 2102035 0000 05Y 5YGU 53900050000 2516 12YGB2 MIPR1GDATJPG18 YGB212 044008
Standard Number: MIPR1GDATJPG18 (ACRN: AA)

400109 Z12000 / 11408306
LLA :
AK 02120112011 A22AJ 135197VIRQ 252G 001004978500001 0030001081 021001 2020000
Standard Number: MIPRPR10049785 (ACRN: AA)

400110 Z12000 / 11408308
LLA :
AL 02120112011 A22AJ 135197VIRQ 252G 001004978600001 0030001081 021001 2020000
Standard Number: MIPRPR10049786 (ACRN: AA)

600104 Z12000 / 10985482
LLA :
AG 2112020 0000 22 2010 13519700000 25FB VIRQ MIPR1FRF1J9082 J9ADRA S23185
Standard Number: MIPR1FRF1J9081 (ACRN: AA)

600105 Z12000 / 10985483
LLA :
AH 2112020 0000 22 2010 13519700000 25FB VIRQ MIPR1FRF1J9081 J9ADRA S23185
Standard Number: MIPR1FRF1J9082 (ACRN: AA)

600106 Z12000 / 11335370
LLA :
AJ 2102035 0000 05Y 5YGU 53900050000 2516 12YGB2 MIPR1GDATJPG18 YGB212 044008
Standard Number: MIPR1GDATJPG18 (ACRN: AA)

600107 Z12000 / 11408306
LLA :
AK 02120112011 A22AJ 135197VIRQ 252G 001004978500001 0030001081 021001 2020000
Standard Number: MIPRPR10049785 (ACRN: AA)

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600108 Z12000 / 11408308

LLA :

AL 02120112011 A22AJ 135197VIRQ 252G 001004978600001 0030001081 021001 2020000

Standard Number: MIPRPR10049786 (ACRN: AA)

MOD 10 Funding

Cumulative Fundi-

MOD 11 Funding 0.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

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

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

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

MANDATORY TASK ORDER REQUIREMENTS

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

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

Requirement 2 ~ Personnel Security Clearances ~ All personnel performing under this order shall possess a TOP SECRET level security clearance. Interim clearances are acceptable.

Requirement 3 ~ Organizational Conflict of Interest ~ The offeror must certify compliance with the Organizational Conflict of Interest clause or present an acceptable plan to mitigate any potential organizational conflict of interest.

KEY / NON-KEY PERSONNEL ~ DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires Key and Non-Key Personnel with the appropriate experience and professional development qualifications. Labor categories are grouped as Key and Non-Key Personnel.

The desired experience for each position is listed below. Specialized experience must be directly related to the tasks and programs listed in the Statement of Work.

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KEY PERSONNEL

Program Manager ~ At least ten (10) years of relevant acquisition experience. It is desired that the individual has at least five (5) years of specialized experience as a program manager of a team of skilled professional, technical, and support personnel involved in US DoD Physical Security/Force Protection Systems, and two (2) years experience on Joint Experimentations/Joint Capability Technology Demonstrations; and a demonstrated ability, as evidenced in the resume, to interface effectively with customers and to deliver quality products on time and within budget. It is desired that the individual have current knowledge of physical security/force protection initiatives within DoD, and that they shall possess level III certification in Program Management and hold a Top Secret (TS) / **Secure Compartmented Information (SCI)** security clearance.

Senior Acquisition Manager ~ Ten (10) years of relevant acquisition experience, plus four (4) years of US DoD Physical Security/Force Protection Systems experience. It is desired that the individual have experience in Defense Acquisition University training concepts and working with the Physical Security Equipment Action Group (PSEAG) and the Joint Program Executive Office for Chemical Biological Defense (JPEO-CBD). It is desired that the individual have current knowledge of physical security/force protection initiatives within DoD, and that they shall possess level III certification in Program Management and hold a Top Secret (TS) / **Secure Compartmented Information (SCI)** security clearance.

Senior Software Engineer ~ Ten (10) years of experience in software development and systems analysis. It is desired that the individual have experience in the analysis and interpretation of user requirements. Additional experience in systems engineering is required as well as a Top Secret security clearance.

Senior Operational Analyst ~ Five (5) years of experience with Joint and/or Combatant Command (COCOM) operational architecture with knowledge and experience in the acquisition and development of advanced technologies in order to provide a programmatic engineering analysis to support cost, schedule and performance evaluation. It is desired that the individual have knowledge and experience with programmatic engineering evaluation techniques and demonstrated ability to communicate complex engineering issues to senior military and civilian leadership. It is desired that they shall possess a current classified clearance of Top Secret.

NON-KEY PERSONNEL

The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category. All of the following Non-Key resumes must be approved by the Contracting Officer and Task Order Manager (TOM) prior to the person being direct charged to the task order.

Program Analyst ~ Five (5) years of experience in planning, analyzing, and evaluating the effectiveness of operating programs. It is desired that the individual have experience in the collection and coordination of information and data to prepare spreadsheets, reports, and briefings. Additional experience in providing management assistance, to include scheduling, tracking action items, and resolving issues is desired.

Technical Writer/Editor ~ Four (4) years of experience in the research, preparation, writing, and/or editing of technical documents for publication. Additional experience in the design and development of brochures, conference programs, and multi-media presentation materials is desired.

Ddi-H11 CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least

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fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute;
 - (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution and
 - (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) 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 Task Order award, the desired qualifications will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted simultaneously to the Contract Specialist and the Task Order Manager (TOM) and approved prior to the individual being allowed to charge to the order.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

- (a) Requests for post award approval of additional and/or replacement key personnel and non-key personnel qualifications and 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. This approval is required before an individual may begin charging to the Task Order.
- (b) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.
- (c) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H16 RESUME 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 man-year the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and,

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if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

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

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

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

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail prescribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to rejection of the resume.

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

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

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

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

Employee Signature and Date Contractor Signature and Date

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

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

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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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 performance; or (4) change any of the terms, conditions or specifications of the order.

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

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

SAVING INITIATIVES

The following cost savings initiatives are required under this Task Order.

Annual Labor Escalatio

Maximum Pass-Through Rat

Fixed Fee

These maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-through" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-through costs to the lower of (i) the prime contractor's pass-through rate under this order or (ii) the subcontractor's SeaPort-e pass-through rate where the subcontractor is also a prime contractor under SeaPort-e.

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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 CONTRACT (MAR 2000) (NAVSEA VARIATION)

(a) The Government may extend the term of this task order by written notice to the contractor within the time periods specified in Section B, provided that the Government gives the contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This preliminary notice does not commit the Government to an extension.

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

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

(e) If the contractor has an approved purchasing system, the contractor nevertheless shall obtain the Contracting

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Officer's written consent before placing subcontracts added during task order performance.

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause. (REPLACED BY ALTERNATE 1 BELOW)

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

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(i) The contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the contractor by any subcontractor or vendor that, in the opinion of the contractor, may result in litigation related in any way to this contract, with respect to which the contractor may be entitled to reimbursement from the Government.

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

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

Camber Corporation.

As requested, Contracting Officer consent to subcontract is also provided for:

L-3 Services, Inc.
Tecolote Research, Inc.
The Patuxent Partnership
Booz Allen and Hamilton

Alternate I (Jan 2006).

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

SUBCONTRACTORS / CONSULTANTS

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 ~ Contract Security Classification Specification (DD 254)

Attachment J.2 ~ Task Order Appointment (TOM) Memo

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