

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 36	3. EFFECTIVE DATE 06-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 maryann.piersall@navy.mil 540-653-7239	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A	

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
Dahlgren VA 22448-5110
maryann.piersall@navy.mil 540-653-7239

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Envisioneering 5904 Richmond Highway Suite 300 Alexandria VA 22303-1864		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4047-0003
		10B. DATED (SEE ITEM 13) 01-Jul-2005
CAGE CODE 0ZPB3	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.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Payments of Fee(s) (Level of Effort) (NAVSEA) (May 1993)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) Chris Secor, Senior Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Amy T Richards, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Chris Secor (Signature of person authorized to sign)	15C. DATE SIGNED 08-Jun-2011	16B. UNITED STATES OF AMERICA BY /s/Amy T Richards (Signature of Contracting Officer)	16C. DATE SIGNED 09-Jun-2011

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GENERAL INFORMATION

The purpose of this modification is to finalize the fixed fee. Accordingly, said Task Order is modified as follows:

1. In accordance with clause SEA 5252.216-9122 Level of Effort, the fixed fee is reduced as determined by the expended level of effort:

CLIN	Original Fee	Fee Reduction	Finalized Fee
1000	\$ 39,310	(\$34,540)	\$4,770
1100	\$ 156,080	(\$117,280)	\$38,800
1200	\$ 151,391	(\$63,695)	\$87,696
1300	\$ 146,855	(\$51,750)	\$95,105
1400	\$ 71,761	(\$23,431)	\$48,330
4000	\$ 70,682	(\$64,896)	\$5,786
4100	\$ 103,627	(\$88,740)	\$14,887
Total	\$ 739,706	(\$444,332)	\$ 295,374

2. The revised amount for each CLIN is shown below:

CLIN	Allotted to Cost	Allotted to Fee	TOTAL
1000	\$ 491,376	\$ 4,770	\$ 496,146
1100	\$ 1,950,996	\$ 38,800	\$ 1,989,796
1200	\$ 1,892,386	\$ 87,696	\$ 1,980,082
1300	\$ 1,835,684	\$ 95,105	\$ 1,930,789
1400	\$ 897,008	\$ 48,330	\$ 945,338
4000	\$ 883,522	\$ 5,786	\$ 889,308
4100	\$ 1,295,344	\$ 14,887	\$ 1,310,231
3000	\$ 23,000	\$ -	\$ 23,000
3100	\$ 54,000	\$ -	\$ 54,000
3200	\$ 140,000	\$ -	\$ 140,000
3300	\$ 152,000	\$ -	\$ 152,000
3400	\$ 70,000	\$ -	\$ 70,000
6000	\$ 70,000	\$ -	\$ 70,000
6100	\$ 191,000	\$ -	\$ 191,000
Total	\$ 9,946,316	\$ 295,374	\$ 10,241,690

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$5,614,175.00 by \$0.00 to \$5,614,175.00.

The total value of the order is hereby decreased from \$10,686,022.00 by \$444,332.00 to \$10,241,690.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
1000	530,686.00	(34,540.00)	496,146.00
110001	1,561,076.00	(117,280.00)	1,443,796.00

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1200	2,043,777.00	(63,695.00)	1,980,082.00
1300	1,982,539.00	(51,750.00)	1,930,789.00
1400	968,769.00	(23,431.00)	945,338.00
4000	954,204.00	(64,896.00)	889,308.00
4100	1,398,971.00	(88,740.00)	1,310,231.00

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

Distribution

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charles.n.davidson@navy.mil
 DFAS-CO/South Entitlement Operations, HQ0338
 DCMA Virginia
 DCAA Hampton Roads Office

FSC H199 AID# 125489

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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
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1000	The Contractor shall provide systems engineering for technology assessments in accordance with J.1, Statement of Work. Base 7/1/2005 - 9/30/2005 (TBD)	1.0	Lot	\$491,376.00	\$4,770.00	\$496,146.00
1100	The Contractor shall provide systems engineering for technology assessments in accordance with J.1 Statement of Work. Option 1 10/1/2005 - 9/30/2006					\$1,989,796.00
110001	The Contractor shall provide systems engineering for technology assessments. (TBD)	1.0	Lot	\$1,443,796.00	\$0.00	\$1,443,796.00
110002	Incremental funding for CLIN 1100. (RDT&E)	1.0	Lot	\$125,000.00	\$10,000.00	\$135,000.00
110003	Incremental funding for CLIN 1100. (RDT&E)	1.0	Lot	\$87,963.00	\$7,037.00	\$95,000.00
110004	Incremental funding for CLIN 1100. (RDT&E)	1.0	Lot	\$18,519.00	\$1,481.00	\$20,000.00
110005	Incremental funding for CLIN 1100. (RDT&E)	1.0	Lot	\$87,963.00	\$7,037.00	\$95,000.00
110006	Incremental funding for CLIN 1100. (RDT&E)	1.0	Lot	\$50,926.00	\$4,074.00	\$55,000.00
110007	Incremental funding for CLIN	1.0	Lot	\$135,185.00	\$10,815.00	\$146,000.00

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1100. (RDT&E)

1200	The Contractor shall provide systems engineering for technology assessments in accordance with J.1, Statement of Work. Option 2 - 10/1/2006 - 9/30/2007 (TBD)	1.0 Lot	\$1,892,386.00	\$87,696.00	\$1,980,082.00
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120001 Incremental funding (TBD)

120002 Incremental funding (TBD)

120003 Incremental funding (TBD)

120004 Incremental funding (TBD)

120005 Incremental funding (TBD)

120006 Incremental funding (TBD)

120007 Incremental funding (TBD)

120008 Incremental funding (TBD)

1300	The Contractor shall provide systems engineering for technology assessments in accordance with J.1, Statement of Work. Option 3 - 10/1/2007 - 9/25/2008 (RDT&E)	1.0 Lot	\$1,835,684.00	\$95,105.00	\$1,930,789.00
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130001 Incremental funding (RDT&E)

130002 Incremental funding (RDT&E)

130003 Incremental funding (RDT&E)

130004 Incremental funding (RDT&E)

130005 Incremental

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	funding (RDT&E)				
130006	Incremental funding (RDT&E)				
130007	Incremental funding (RDT&E)				
130008	Incremental funding (RDT&E)				
130009	Incremental funding (RDT&E)				
130010	Incremental funding (RDT&E)				
130011	Incremental funding (RDT&E)				
130012	Incremental funding (RDT&E)				
130013	Incremental funding (RDT&E)				
130014	Incremental funding (RDT&E)				
130015	Incremental funding (RDT&E)				
130016	Incremental funding (RDT&E)				
1400	The Contractor shall provide systems engineering for technology assessments in accordance with J.1, Statement of Work. Option 4 - 9/26/2008 - 4/4/2009 (TBD)	1.0 Lot	\$897,008.00	\$48,330.00	\$945,338.00
140001	Incremental funding (TBD)				
140002	Incremental funding (TBD)				
140003	Incremental funding (TBD)				
140004	Incremental funding (RDT&E)				
140005	Incremental funding (RDT&E)				
140006	Incremental funding (OTHER)				

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	ODCs for base period. 7/1/2005 - 9/30/2005 (TBD)		1.0 Lot	\$23,000.00
3100	ODCs for CLIN 1000. 10/1/2005 - 9/30/2006			\$54,000.00
310001	ODCs for CLIN 3100. (TBD)		1.0 Lot	\$0.00
310002	Incremental funding for CLIN 3100. (RDT&E)		1.0 Lot	\$5,000.00
310003	Incremental funding for CLIN 3100. (RDT&E)		1.0 Lot	\$22,000.00
310004	Incremental funding for CLIN 3100. (RDT&E)		1.0 Lot	\$5,000.00
310005	Incremental funding for CLIN 3100. (RDT&E)		1.0 Lot	\$5,000.00
310006	Incremental funding for CLIN 3100. (RDT&E)		1.0 Lot	\$5,000.00
310007	Incremental funding for CLIN 3100. (RDT&E)		1.0 Lot	\$10,000.00
310008	Incremental funding for CLIN 3100. (RDT&E)		1.0 Lot	\$2,000.00
3200	ODCs for Option 2. 10/1/2006 - 9/30/2007 (TBD)		1.0 Lot	\$140,000.00
320001	Incremental funding (TBD)			
320002	Incremental funding (TBD)			
320003	Incremental funding (TBD)			
320004	Incremental funding (TBD)			

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320005 Incremental
funding (TBD)

320006 Incremental
funding (TBD)

320007 Incremental
funding (TBD)

320008 Incremental
funding (TBD)

320009 Incremental
funding (RDT&E)

3300 ODCs for Option 1.0 Lot \$152,000.00
3.
10/1/2007 -
9/25/2008 (TBD)

330001 Incremental
funding (TBD)

330002 Incremental
funding (TBD)

330003 Incremental
funding (TBD)

330004 Incremental
funding (TBD)

330005 Incremental
funding (TBD)

330006 Incremental
funding (TBD)

330007 Incremental
funding (TBD)

330008 Incremental
funding (TBD)

330009 Incremental
funding (TBD)

330010 Incremental
funding (TBD)

3400 ODCs for Option 1.0 Lot \$70,000.00
4.
9/26/2008 -
4/4/2009 (TBD)

340001 Incremental
funding (TBD)

340002 Incremental
funding (TBD)

340003 Incremental
funding (TBD)

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For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4000	The Contractor shall provide systems engineering for technology assessments in accordance with J.1, Statement of Work. Option 5 4/5/2009 - 9/30/2009 (TBD)	1.0	Lot	\$883,522.00	\$5,786.00	\$889,308.00
400001	Incremental funding (OTHER)					
400002	Incremental funding (RDT&E)					
400003	Incremental funding (RDT&E)					
400004	Incremental funding (RDT&E)					
4100	The Contractor shall provide systems engineering for technology assessments in accordance with J.1, Statement of Work. Option 6 10/1/2009 - 6/30/2010 (TBD)	1.0	Lot	\$1,295,344.00	\$14,887.00	\$1,310,231.00
410001	Incremental funding (RDT&E)					
410002	Incremental funding (SCN)					
410003	Incremental funding (OTHER)					
410004	Incremental funding (RDT&E)					
410005	Incremental funding (RDT&E)					
410006	Incremental funding (RDT&E)					
410007	Incremental funding (O&MN,N)					

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODCs for Option 5. 4/5/2009 - 9/30/2009 (TBD)	1.0	Lot	\$70,000.00
600001	Incremental funding (TBD)			
600002	Incremental funding (RDT&E)			
600003	Incremental funding (O&MN,N)			
600004	Incremental funding (O&MN,N)			
600005	Incremental funding (RDT&E)			
6100	ODCs for Option 6. 10/1/2009 - 6/30/2010. (TBD)	1.0	Lot	\$191,000.00
610001	Incremental funding (RDT&E)			
610002	Incremental funding (SCN)			
610003	Incremental funding (OTHER)			
610004	Incremental funding (OTHER)			
610005	Incremental funding (RDT&E)			
610006	Incremental funding (OTHER)			
610007	Incremental funding (RDT&E)			
610008	Incremental funding (OTHER)			

TYPE OF ORDER

This is a Term (LOE) order with cost plus fixed fee pricing. CLINs 3000 and 6000 are cost (no fee) CLINs.

ADDITIONAL SLINS

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

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to the percentages shown in the below table of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, 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 contract, 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 contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Attachment J.1 - Statement of Work

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

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

Contractor Use of NSWCCD IS Resources

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

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

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Connections Between NSWCCD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCCD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCCD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited by the cognizant NSWCCD DAA. ISs processing classified information will be accredited by DIS.

Use of Contractor Personnel to Perform IS Security Tasking

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

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

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

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

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

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

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SECTION D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance will be performed at NSWCDD, Dahlgren, VA by the TOM designated herein.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are listed below:

1000	7/1/2005 - 9/30/2005
110001	10/1/2005 - 9/30/2006
110002	10/1/2005 - 9/30/2006
110003	10/1/2005 - 9/30/2006
110004	10/1/2005 - 9/30/2006
110005	10/1/2005 - 9/30/2006
110006	10/1/2005 - 9/30/2006
110007	10/1/2005 - 9/30/2006
1200	10/1/2006 - 9/30/2007
1300	10/1/2007 - 9/25/2008
1400	9/26/2008 - 4/4/2009
3000	7/1/2005 - 9/30/2005
310001	10/1/2005 - 9/30/2006
310002	10/1/2005 - 9/30/2006
310003	10/1/2005 - 9/30/2006
310004	10/1/2005 - 9/30/2006
310005	10/1/2005 - 9/30/2006
310006	10/1/2005 - 9/30/2006
310007	10/1/2005 - 9/30/2006
310008	10/1/2006 - 9/30/2007
3200	10/1/2006 - 9/30/2007
3300	10/1/2007 - 9/25/2008
3400	9/26/2008 - 4/4/2009
4000	4/5/2009 - 9/30/2009
4100	10/1/2009 - 6/30/2010
6000	4/5/2009 - 9/30/2009
6100	10/1/2009 - 6/30/2010

The periods of performance for the following option items are listed below:

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING & APPROPRIATION DATA

Attachment J.8 contains Accounting & Appropriation Data associated with CLINs 1000 and 3000. Attachment J.9 contains Accounting & Appropriation Data associated with CLINs 1100 and 3100. Funding for all other CLINs is provided in Section G.

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

POINTS OF CONTACT FOR THIS ORDER

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

--Name: Charles N. Davidson, charles.n.davidson@navy.mil

--Address: 19008 Wayside Drive, Ste. 1086, Code Q44, Dahlgren, VA 22448

--Phone: (540) 653-5387

The Contract Specialist is:

--Name: Maryann. Piersall, maryann.piersall@navy.mil

--Address: NSWCDD, 17632 Dahlgren Road, Ste. 157, Code CXS139, Dahlgren, VA 22448

--Phone: (540) 653-7239; FAX: (540) 653-6810

The Contracting Officer is:

--Name: CXS13 Contracting Officer, karen.lenox@navy.mil

--Address: NSWCDD, 17632 Dahlgren Road, Ste. 157, Code CXS139, Dahlgren, VA --Phone: (540) 653-8398; FAX: (540) 653-6810

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

In accordance with the basic contract, the allotment of funds and period of performance is provided below.

CLIN	Allotted to Cost	Allotted to Fee	TOTAL
1000	\$ 491,376	\$ 4,770	\$ 496,146
1100	\$ 1,950,996	\$ 38,800	\$ 1,989,796
1200	\$ 1,892,386	\$ 87,696	\$ 1,980,082

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1300	\$ 1,835,684	\$ 95,105	\$ 1,930,789
1400	\$ 897,008	\$ 48,330	\$ 945,338
4000	\$ 883,522	\$ 5,786	\$ 889,308
4100	\$ 1,295,344	\$ 14,887	\$ 1,310,231
3000	\$ 23,000	\$ -	\$ 23,000
3100	\$ 54,000	\$ -	\$ 54,000
3200	\$ 140,000	\$ -	\$ 140,000
3300	\$ 152,000	\$ -	\$ 152,000
3400	\$ 70,000	\$ -	\$ 70,000
6000	\$ 70,000	\$ -	\$ 70,000
6100	\$ 191,000	\$ -	\$ 191,000
Total	\$ 9,946,316	\$ 295,374	\$ 10,241,690

.FUNDING PROFILE

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

CLIN	ECPFF	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Hours Funded
1000	\$ 496,146	\$ -	\$ 64,400	\$ 64,400	\$ 431,746	612
1100	\$ 1,989,796	\$ -	\$ 546,000	\$ 546,000	\$ 1,443,796	5175
1200	\$ 1,980,082	\$ -	\$ 1,475,648	\$ 1,475,648	\$ 504,434	14055
1300	\$ 1,930,789	\$ -	\$ 1,658,078	\$ 1,658,078	\$ 272,711	16196
1400	\$ 945,338	\$ -	\$ 891,000	\$ 891,000	\$ 54,338	8888
4000	\$ 889,308	\$ -	\$ 103,000	\$ 103,000	\$ 786,308	1092
4100	\$ 1,310,231	\$ -	\$ 230,528	\$ 230,528	\$ 1,079,703	2489
3000	\$ 23,000	\$ -	\$ 14,700	\$ 14,700	\$ 8,300	0
3100	\$ 54,000	\$ -	\$ 54,000	\$ 54,000	\$ -	0
3200	\$ 140,000	\$ -	\$ 117,405	\$ 117,405	\$ 22,595	0
3300	\$ 152,000	\$ -	\$ 149,116	\$ 149,116	\$ 2,884	0
3400	\$ 70,000	\$ -	\$ 70,000	\$ 70,000	\$ -	0
6000	\$ 70,000	\$ -	\$ 51,300	\$ 51,300	\$ 18,700	0
6100	\$ 191,000	\$ -	\$ 189,000	\$ 189,000	\$ 2,000	0
TOTAL	\$ 10,241,690	\$ -	\$ 5,614,175	\$ 5,614,175	\$ 4,627,515	

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

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

DCAA Office: DCAA Hampton Roads Branch Office, 5200 West Mercury Blvd., Suite 291, Hampton, VA 23605

A copy of each invoice shall be provided to:

Order TOM - identified above under Points of Contact for this Order

Contract Specialist - identified above under Points of Contact for this Order

NSWCDD Code XDM10

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SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

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

	Total Manhours	Compensated	Uncompensated
Base Period	4,715	4,715	0
Option 1	18,860	18,860	0
Option 2	18,860	18,860	0
Option 3	18,860	18,860	0
Option 4	9,430	9,430	0
Option 5	9,430	9,430	0
Option 6	14,145	14,145	0
Total	94,300	94,300	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 first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 362 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

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

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Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

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

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

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

(j) Deleted per Amendment 0001 of the basic contract

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

```
Accounting Data
SLINID  PR Number          Amount
-----
1000                                47000.00
LLA :
```

See Attachment J.8

```
3000                                3000.00
LLA :
```

See Attachment J.8.

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

MOD 01

```
1000                                17400.00
LLA :
```

See Attachment J.8

```
3000                                11700.00
```

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LLA :

See Attachment J.8.

MOD 01 Funding 29100.00
Cumulative Funding 79100.00

MOD 02

110001 135000.00

LLA :

See Attachment J.9.

310001 5000.00

LLA :

See Attachment J.9.

MOD 02 Funding 140000.00
Cumulative Funding 219100.00

MOD 03

110001 (135000.00)

LLA :

See Attachment J.9.

110002 135000.00

LLA :

See Attachment J.9.

310001 (5000.00)

LLA :

See Attachment J.9.

310002 5000.00

LLA :

See Attachment J.9.

310003 22000.00

LLA :

See Attachment J.9.

MOD 03 Funding 22000.00
Cumulative Funding 241100.00

MOD 04

110003 95000.00

LLA :

See Attachment J.9.

110004 20000.00

LLA :

See Attachment J.9.

310004 5000.00

LLA :

See Attachment J.9.

MOD 04 Funding 120000.00
Cumulative Funding 361100.00

MOD 05

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110005 T42000/60756516 95000.00
LLA :

See Attachment J.9.

310005 T42000/60756516 5000.00
LLA :

See Attachment J.9.

MOD 05 Funding 100000.00
Cumulative Funding 461100.00

MOD 06

110006 5000.00
LLA :

See Attachment J.9.

310006 55000.00
LLA :

See Attachment J.9.

MOD 06 Funding 60000.00
Cumulative Funding 521100.00

MOD 07

110007 146000.00
LLA :

See Attachment J.9.

310007 10000.00
LLA :

See Attachment J.9.

MOD 07 Funding 156000.00
Cumulative Funding 677100.00

MOD 08

110006 50000.00
LLA :

See Attachment J.9.

310006 (50000.00)
LLA :

See Attachment J.9.

MOD 08 Funding 0.00
Cumulative Funding 677100.00

MOD 09

120001 T42000/62555557 470000.00
LLA :
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 21T7706CJCJR

310008 2000.00
LLA :

See Attachment J.9.

320001 T42000/62555557 30000.00
LLA :
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 21T7706CJCJR

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MOD 09 Funding 502000.00
Cumulative Funding 1179100.00

MOD 10

120002 Q42000/7058510A 372500.00
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C07CGXAQ

120003 Q42000/7058512A 200000.00
LLA :
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJRDR

320002 Q42000/7058510A 25000.00
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C07CGXAQ

320003 Q42000/7058512A 10000.00
LLA :
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJRDR

MOD 10 Funding 607500.00
Cumulative Funding 1786600.00

MOD 11

120004 Q45000/71213704 6500.00
LLA :
AM 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7307TASK4

120005 Q45000/71562154 4800.00
LLA :
AN 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q6907NIFCA

120006 Q45000/71562144 5000.00
LLA :
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJUDY

320004 Q45000/71213704 1500.00
LLA :
AM 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7307TASK4

320005 Q45000/71562154 100.00
LLA :
AN 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q6907NIFCA

320006 Q45000/71562144 100.00
LLA :
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJUDY

MOD 11 Funding 18000.00
Cumulative Funding 1804600.00

MOD 12

120007 Q45000/71702821 397355.00
LLA :
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJUDY

320007 Q45000/71702821 25730.00
LLA :
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJUDY

MOD 12 Funding 423085.00
Cumulative Funding 2227685.00

MOD 13

120008 Q45000/72121096 19493.00
LLA :
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C07CGXAQ

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320008 Q45000/72121096 200.00
 LLA :
 AK 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C07CGXAQ

MOD 13 Funding 19693.00
 Cumulative Funding 2247378.00

MOD 14

320009 Q42000/72326609 36800.00
 LLA :
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJUDY

MOD 14 Funding 36800.00
 Cumulative Funding 2284178.00

MOD 15

130001 Q42000/72482348 95000.00
 LLA :
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJUDY

330001 Q42000/72482348 5000.00
 LLA :
 AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJUDY

MOD 15 Funding 100000.00
 Cumulative Funding 2384178.00

MOD 16

130002 Q42000/72575703 55000.00
 LLA :
 AK 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C07CGXAQ

130003 Q42000/72575691 35000.00
 LLA :
 AL 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJRDR

330002 Q42000/72575703 10000.00
 LLA :
 AK 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C07CGXAQ

MOD 16 Funding 100000.00
 Cumulative Funding 2484178.00

MOD 17

130004 Q42000/73122597 90000.00
 LLA :
 AQ 97X4930 NH1E 000 777770 000178 2F 000000 21Q7708CJR02

130005 Q42000/73122562 9999.00
 LLA :
 AR 1771319 A5XB 253 SASWS 0 068342 2D 009510 K30440000010
 Standard Number: N0002407WX12087

330003 Q42000/73122597 10000.00
 LLA :
 AQ 97X4930 NH1E 000 777770 000178 2F 000000 21Q7708CJR02

MOD 17 Funding 109999.00
 Cumulative Funding 2594177.00

MOD 18

130006 Q42000/73122588 180000.00
 LLA :
 AS 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C08CGXAQ

330004 Q42000/73122588 20000.00
 LLA :

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AS 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C08CGXAQ

MOD 18 Funding 200000.00
Cumulative Funding 2794177.00

MOD 19

130007 Q42000/73440857 75000.00
LLA :
AT 1781319 A726 253 SASWS 0 068342 2D 009510 K40030000010
Standard Number: N0002408WX10855(AA)

330005 Q42000/73440857 25000.00
LLA :
AT 1781319 A726 253 SASWS 0 068342 2D 009510 K40030000010
Standard Number: N0002408WX10855 (AA)

MOD 19 Funding 100000.00
Cumulative Funding 2894177.00

MOD 20

130008 Q42000/73522675 2000.00
LLA :
AU 97X4930 NH1E 000 77777 0 000178 2F 000000 21W24089NFC1

130009 Q45000/80451922 80000.00
LLA :
AS 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C08CGXAQ

130010 Q45000/80451958 206000.00
LLA :
AT 1781319 A726 253 SASWS 0 068342 2D 009510 K40030000010
Standard Number: N0002408WX10855 (AA)

330006 Q45000/80451922 20000.00
LLA :
AS 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C08CGXAQ

MOD 20 Funding 308000.00
Cumulative Funding 3202177.00

MOD 21

130011 Q45000/80995704 35300.00
LLA :
AV 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7G08EDWC1

130012 Q45000/80944473 400000.00
LLA :
AW 1781319 A5BJ 253 SASWS 0 068342 2D 009510 K31860000010
Standard Number: N0002408WX10736 (AA)

330007 Q45000/80995704 500.00
LLA :
AV 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7G08EDWC1

330008 Q45000/80944473 25000.00
LLA :
AW 1781319 A5BJ 253 SASWS 0 068342 2D 009510 K31860000010
Standard Number: N0002408WX10736 (AA)

MOD 21 Funding 460800.00
Cumulative Funding 3662977.00

MOD 22

130013 Q45/81550183 353500.00
LLA :
AS 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C08CGXAQ

330009 Q45/81550183 24500.00
LLA :

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AS 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7C08CGXAQ

MOD 22 Funding 378000.00
Cumulative Funding 4040977.00

MOD 23

130014 Q45/82131064 18000.00
LLA :
AV 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7G08EDWC1

MOD 23 Funding 18000.00
Cumulative Funding 4058977.00

MOD 24

130015 Q45000/82544532 10186.00
LLA :
AX 97X4930 NH1E 000 77777 0 000178 2F 000000 21WG108EW000

130016 Q45000/82555123 13093.00
LLA :
AY 1781319 A7KN 253 SASWS 0 068342 2D 009510 K40210000010
Standard Number: N0002408WX11879(AA)

140001 Q45000/82555174 375000.00
LLA :
AY 1781319 A7KN 253 SASWS 0 068342 2D 009510 K40210000010
Standard Number: N0002408WX11879(AA)

140002 Q45000/82555202 38000.00
LLA :
AX 97X4930 NH1E 000 77777 0 000178 2F 000000 21WG108EW000

140003 Q45000/82706114 387000.00
LLA :
AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7708CJR04

330010 Q45000/82555123 9116.00
LLA :
AY 1781319 A7KN 253 SASWS 0 068342 2D 009510 K40210000010
Standard Number: N0002408WX11879(AA)

340001 Q45000/82555202 2000.00
LLA :
AX 97X4930 NH1E 000 77777 0 000178 2F 000000 21WG108EW000

340002 Q45000/82555174 40000.00
LLA :
AY 1781319 A7KN 253 SASWS 0 068342 2D 009510 K40210000010
Standard Number: N0002408WX11879(AA)

340003 Q4500082706114 28000.00
LLA :
AZ 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7708CJR04

MOD 24 Funding 902395.00
Cumulative Funding 4961372.00

MOD 25

140004 Q45/90566747 33000.00
LLA :
BB 1791319 W3DK 000 RAP51 0 068342 2D 000000 029120003ED0
Standard Number: N0001409WX30024(AA)

140005 Q45/90566702 38000.00
LLA :
BA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7309CH001

140006 Q45/90701044 20000.00
LLA :
BC 9790400 2520 9BM 2520 40603892C00 255Y MD9B109D1P3621 920514 S12135
Standard Number: MD9B109D1P3621(AA)

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MOD 25 Funding 91000.00
Cumulative Funding 5052372.00

MOD 26

400001 Q45/90701085 5000.00
LLA :
BC 9790400 2520 9BM 2520 40603892C00 255Y MD9B109D1P3621 920514 S12135
Standard Number: MD9B109D1P3621(AA)

600001 Q45/90701085 15000.00
LLA :
BC 9790400 2520 9BM 2520 40603892C00 255Y MD9B109D1P3621 920514 S12135

MOD 26 Funding 20000.00
Cumulative Funding 5072372.00

MOD 27

400002 Q44/91144550 37000.00
LLA :
BA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7309CH001

400003 Q44/91144521 49000.00
LLA :
BD 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q6B09TECSP

400004 Q44/91144551 50000.00
LLA :
BE 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7G09EDWC2

MOD 27 Funding 136000.00
Cumulative Funding 5208372.00

MOD 28

320009 Q42000/72326609 (12025.00)
LLA :
AP 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7707CJUDY

600002 92104567 2000.00
LLA :
BA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7309CH001

600003 92361403 12000.00
LLA :
BF 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7209CDCS1

MOD 28 Funding 1975.00
Cumulative Funding 5210347.00

MOD 29

400004 Q44/91144551 (38000.00)
LLA :
BE 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7G09EDWC2

600004 92453699 20000.00
LLA :
BF 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7209CDCS1

600005 92053488 2300.00
LLA :
BG 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q6B09EMISP

MOD 29 Funding -15700.00
Cumulative Funding 5194647.00

MOD 30

410001 92652090 35605.00

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LLA :
BE 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7G09EDWC2

610001 92652090 1000.00

LLA :
BE 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7G09EDWC2

MOD 30 Funding 36605.00
Cumulative Funding 5231252.00

MOD 31

410002 Q44/93070339 14923.00

LLA :
BH 1791811 6210 253 SJWGY 0 068342 2D 000000 23173400001E
Standard Number: N0002409WX21658(AA)

610002 93070339 3000.00

LLA :
BH 1791811 6210 253 SJWGY 0 068342 2D 000000 23173400001E
Standard Number: N0002409WX21658(AA)

MOD 31 Funding 17923.00
Cumulative Funding 5249175.00

MOD 32

410003 W05/0014403C 5000.00

LLA :
BJ 9700400 2520 10 BM 2520 40603892C00 255Y MD0E109B9P0805 020222 S12135
Standard Number: MD0E109B9P0805

410004 00335194 50000.00

LLA :
BK 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q7310CH001

410005 Q44/00406402 30000.00

LLA :
BL 1701319 14KB 253 SASWS 0 068342 2D 009510 330960000010
Standard Number: N0002410WX11347(AA)

610003 W03/0014404C 15000.00

LLA :
BJ 9700400 2520 10 BM 2520 40603892C00 255Y MD0E109B9P0805 020222 S12135
Standard Number: MD0E109B9P0805

610004 W03/0014403C 25000.00

LLA :
BJ 9700400 2520 10 BM 2520 40603892C00 255Y MD0E109B9P0805 020222 S12135
Standard Number: MD0E109B9P0805

610005 Q44/00406402 5000.00

LLA :
BL 1701319 14KB 253 SASWS 0 068342 2D 009510 330960000010
Standard Number: N0002410WX11347(AA)

MOD 32 Funding 130000.00
Cumulative Funding 5379175.00

MOD 33

410006 00848062 45000.00

LLA :
BM 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q6B10MISC1

610006 0063208C 115000.00

LLA :
BJ 9700400 2520 10 BM 2520 40603892C00 255Y MD0E109B9P0805 020222 S12135
Standard Number: MD0E109B9P0805

610007 00848062 5000.00

LLA :
BM 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q6B10MISC1

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MOD 33 Funding 165000.00
Cumulative Funding 5544175.00

MOD 34

410007 01053734 50000.00
LLA :
BN 97X4930 NH1E 000 77777 0 000178 2F 000000 21Q6B10TSSC0

MOD 34 Funding 50000.00
Cumulative Funding 5594175.00

MOD 35

610008 0141489C 20000.00
LLA :
BJ 9700400 2520 10 BM 2520 40603892C00 255Y MD0E109B9P0805 020222 S12135
Standard Number: MD0E109B9P0805

MOD 35 Funding 20000.00
Cumulative Funding 5614175.00

MOD 36 Funding 0.00
Cumulative Funding 5614175.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

1. The contractor's primary facility for supporting this effort must be cleared at the TOP SECRET level with at least a SECRET level of safeguarding.
2. The contractor's primary facility for supporting this effort must be located within a one hour average travel time from Dahlgren, VA.
3. All technical personnel must have a security clearance of SECRET or higher. The labor categories of Program Manager, Senior Scientist, Senior Electrical Engineer, Senior Systems Engineer, Senior Analyst, Senior Electro-Optical Scientist and Senior Security Specialist must have a TOP SECRET clearance.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

- (a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included as attachment J.4.
- (b) The QASP defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following Internet site.

<http://cpars.navy.mil>

KEY PERSONNEL – DESIRED QUALIFICATIONS

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

- (a) Experience – The desired experience for each Key Labor Category is listed in Attachment J.5.
- (b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The years of experience listed in Attachment J.5 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.
- (c) Accumulation Of Qualifying Experience - Categories of experience may be accumulated concurrently.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

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

- (a) COMPLETE NAME

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(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

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

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

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

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

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

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

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

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

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

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

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

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

Employee Signature and Date Contractor Signature and Date

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

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

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the 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 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute; and
 - (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution.
 - (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

NON-KEY PERSONNEL - MINIMUM QUALIFICATIONS

Attached to the order are the minimum qualifications for Non-Key Personnel. The Contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided by labor category. Prior to charging Non-Key Personnel labor under the order, the contractor shall provide a written certification stating the individual's name, labor category, and certifying that the individual meets the minimum qualifications of the labor category as specified under the order. See the section entitled POST AWARD CONTRACTOR PERSONNEL APPROVAL.

POST AWARD CONTRACT PERSONNEL APPROVAL

Upon order award, the desired qualifications for the Key Personnel will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Requests for post award approval of additional and/or replacement key personnel and non-key personnel qualifications certification may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager

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(TOM). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

SAVINGS INITIATIVES

The following cost savings initiatives are required under this order as submitted in the Contractor's proposal.

The material handling rate shall not exceed 6%.

Labor escalation of -3% for each option period.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee MAR 1997

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this order by unilateral modification provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to an extension.

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

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SECTION J LIST OF ATTACHMENTS

J.1 Statement of Work

J.2 Contract Data Requirements List, DD1423

J.3 Contract Security Classification Specification, DD Form 254

J.4 Quality Assurance Surveillance Plan

J.5 Key Personnel Requirements

J.6 Non-Key Personnel Requirements

J.7 Task Order Manager (TOM) Appointment Letter

J.8 Accounting & Appropriation Data for CLINs 1000 and 3000

J.9 Accounting & Appropriation Data for CLINs 1100 and 3100

J.10 Technical Instructions

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DISTRIBUTION

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DCAA Hampton Roads Office

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