

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 15-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. MOD 15	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 stacey.palivoda@navy.mil 540-653-8133	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
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DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Strategic Analysis, Inc. 4075 Wilson Blvd, Ste 200 Arlington VA 22203	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5605-0002
	10B. DATED (SEE ITEM 13) 01-Apr-2009
CAGE CODE 44609	FACILITY CODE 153878996

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-20 Limitation of Cost

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) Charles E Thompson, Jr., Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Charles E Thompson, Jr. (Signature of Contracting Officer)	15-Mar-2011

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GENERAL INFORMATION

The purpose of this modification is to provide final funding for Option Year 1. Accordingly, said Task Order is modified as follows:

An Increment of Funding is provided per Section G.

400007 W05000/1061211C [REDACTED]

LLA :

AG 9700400 2520 10 BM 2520 40603891C00 255Y S12109 MD0W127A0P7244 020295

Standard Number: MD0W127A0P7244:AA

Funding will provide for the following deliverables. A002, A003 and A006.

600005 W05000/1061212C [REDACTED]

LLA :

AG 9700400 2520 10 BM 2520 40603891C00 255Y S12109 MD0W127A0P7244 020295

Standard Number: MD0W127A0P7244:AA

Incremental Funding

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400007	RDDA	0.00	[REDACTED]	[REDACTED]0
600005	RDDA	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from \$1,849,529.00 by \$0.00 to \$1,849,529.00.

Distribution

Contractor - Kimberly Oatneal ([oatnek@sainc.com](mailto: oatnek@sainc.com))

G82 / Mark S. Jones ([mark.s.jones@navy.mil](mailto: mark.s.jones@navy.mil))

MDA/Jan Tuff ([jan.tuff.ctr@mda.mil](mailto: jan.tuff.ctr@mda.mil)) (MD0W127A0P7244)

AID - 124470

FSC - AD25

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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	KWEVAL Software Development in accordance with Section C. (Base Period) (RDT&E)	1.0	Lot	██████████	██████████	██████████
100001	Incremental Funding (RDT&E)					
100002	Incremental Funding (RDT&E)					
100003	Incremental Funding (RDT&E)					
100004	Incremental Funding (RDT&E)					
100005	Incremental Funding (OTHER)					
100006	Incremental Funding (OTHER)					
100007	Incremental Funding (RDT&E)					
100008	Incremental Funding (RDT&E)					
100009	Incremental Funding (OTHER)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	Other Direct Cost for CLIN 1000 (Base Period) (RDT&E)			██████████
300001	Incremental Funding (RDT&E)			
300002	Incremental Funding (RDT&E)			
300003	Incremental Funding (OTHER)			
300004	Incremental Funding (RDT&E)			

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300005 Incremental
Funding (OTHER)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	KWEVAL Software Development in accordance with Section C. (Option 1) (RDT&E)	1.0 Lot			
400001	Funding will provide for the following deliverables. A001, A002, A003, A007 and KWEVAL User Manual Documentation. (RDT&E)				
400002	Funding will provide for the following deliverables. A002 and A003. (OTHER)				
400003	Funding will provide for the following deliverables. A002 and A003. (OTHER)				
400004	Funding will provide for the following deliverables. A002, A003 and A006. (OTHER)				
400005	Funding will provide for the following deliverables. A002, A003 and A006. (RDT&E)				
400006	Funding will provide for the following deliverables. A002, A003 and A006. (RDDA)				
400007	Funding will provide for the following				

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deliverables.
A002, A003 and
A006. (RDDA)

4200	KWEVAL Software Development in accordance with Section C. (Option 2) (RDT&E) Option	1.0 Lot	██████████	██████████	██████████
4400	KWEVAL Software Development in accordance with Section C. (Option 3) (RDT&E) Option	1.0 Lot	██████████	██████████	██████████
4600	KWEVAL Software Development in accordance with Section C. (Option 4) (RDT&E) Option	1.0 Lot	██████████	██████████	██████████

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6000	Other Direct Cost for CLIN 4000 (Option 1) (RDT&E)	1.0 Lot		██████████
600001	Incremental Funding (RDT&E)			
600002	Incremental Funding (OTHER)			
600003	Incremental Funding (OTHER)			
600004	Incremental Funding (OTHER)			
600005	Incremental Funding (RDDA)			
6200	Other Direct Cost for CLIN 4200 (Option 2) (RDT&E) Option	1.0 Lot		\$ ██████████
6400	Other Direct Cost for CLIN 4400 (Option 3) (RDT&E) Option	1.0 Lot		██████████

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6600 Other Direct Cost 1.0 Lot XXXXXXXXXX
for CLIN 4600
(Option 4)
(RDT&E)
Option

USE WHOLE DOLLARS ONLY

All Proposal shall be rounded to the nearest dollar.

ADDITIONAL SLINS

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

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

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

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

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 SCOPE

Contractor support will be provided to Naval Surface Warfare Center Dahlgren Division (NSWCDD) and Aegis BMD, with NSWCDD/G24 as the cognizant office, relative to KWEVAL version 4.0 and future versions to support lethality analysis.

C.2 REQUIREMENTS

KWEVAL is the current code used by NSWCDD and Aegis BMD program office to perform lethality engineering assessments for Aegis missiles against ballistic missile threats. Each task involves the application of programmatic and technical knowledge and abilities with KWEVAL. Tasks performed under this effort shall require the contractor to have an understanding of the capabilities and limitations of both existing and proposed systems and related technologies. Work performed under this effort will require access to classified information. All contractor personnel with a need for classified information shall have the requisite security clearance up to the SECRET level.

Government Furnished Information (GFI), if required by the individual tasking, shall be submitted to the contractor for incorporation into systems documentation. The contractor shall tabulate, organize, and document data and information into the formats required by appropriately identified Data Item Descriptions (DIDs) specified on the Contract Data Requirements List (CDRL) for each technical instruction.

The Contractor shall be required to enter into a use and nondisclosure agreement with the Government regarding the existing and future versions of KWEVAL. Such agreement shall supplement but not supersede any requirements imposed by national security considerations, export restrictions, and the like.

C.2.1 TECHNICAL SUPPORT

The technical support will require extensive knowledge/experience in KWEVAL. The contractor shall provide technical support in the areas of engineering and analysis to improve the capability of KWEVAL. The contractor shall provide technical support for the establishment of comprehensive program support plans and schedules. The Contractor shall provide for the incorporation of technical Government Furnished Information (GFI) into required documents.

C.2.1.1 Post Impact Debris Capability

The Contractor will add post impact debris predictive capability to KWEVAL. KWEVAL will calculate the damage at intercept as in the current version, but will have an additional option to compute post intercept debris source terms. Since this new capability may increase the run time and is not expected to be used for all intercepts the capability must be a selectable option by the user. In addition, the new module run time is not required to be as fast running as the main code. Run times 5-10 times longer than the current model are acceptable. The initial capability is expected to provide the following capability:

- Initial size, mass, velocity (magnitude and direction) of major pieces
- Statistical distributions for "small" pieces
- Variable with hit location, velocity and target properties

Major pieces are defined as pieces that are caused by fracture or tearing of the target as a result of the intercept. The smaller pieces are defined as the residual missile and debris pieces close to the point of impact. The pieces should be calculated for each intercept hit point location and endgame geometry. The

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debris calculation must be correlated and include the additional effects as a result of the impact. Debris that is generated as the target interacts with the atmosphere is not included with this task. Modifications required to the target models must be identified in this task and required changes to the target toolkit are also included.

Deliverables for this task are:

- New KWEVAL version
- New target toolkit
- Supporting KWEVAL User Manual documentation
- New IMAGEN version to support additional capability
- Modify supporting GUIs LVRUN and KVS per new KWEVAL updates

C.2.1.2 Long Body Interceptor Capability

Current KWEVAL capability allows for the high angle of incidence at intercept, but does not account for the full effects. The contractor shall provide support to add the additional effects of a longer body direct impact with a target. This will add an additional module to calculate the direct impingement of the missile on the target payload and components. It will also include multiple crater zones for use when applicable. The contractor may also be required to provide additional models under this development. The contractor will also incorporate any changes to IMAGEN that would be required to support the new capability. It is not expected to have additional target toolkit modifications. Deliverables for this task are:

- New KWEVAL version with the integrated module
- Supporting KWEVAL User Manual documentation
- New IMAGEN version to support additional capability

C.2.1.3 Visualization of Blast Fragmentation module

The contractor shall provide engineering support to upgrade IMAGEN to show the damage as a result of a blast fragmentation warhead. Individual fragment impact, shot lines and damage are expected to be displayed. Components impacted and damaged by fragments are required. Payload damage exceeding the threshold are also expected. Deliverables for this task include:

- New version of IMAGEN with blast fragmentation capability

C.2.1.4 High Explosive Initiation

The contractor shall develop new methodology to score the initiation of explosive submunitions as a result neighbors in the same and adjacent tiers detonated by a direct hit or fragment impact. Limited test data is available to validate any developed module. The contractor will be required to complete hydrocode analysis to develop a database from which a model may be developed. Deliverables for this task are:

- New KWEVAL version with the integrated module
- Supporting KWEVAL User Manual documentation
- New IMAGEN version to support additional capability

C.2.1.5 Implement Kill Enhancement Device (KED) Impact and Penetration Damage Methodologies

The contractor shall develop additional capability to include penetration calculations to the existing ray trace capability in KWEVAL for kill enhancement devices (KED). Initial penetration capability will be made using FATEPEN, other penetration models may be recommended if desired. This will add higher fidelity to KWEVAL as KEDs will not be allowed to penetrate all the way through the target. KEDs will be eroded as they penetrate. Damage to components and the payload will be scored if applicable. This will be a user defined option to select ray trace or penetration when running KWEVAL analysis with KEDs. **Deliverables for this task are as follows and are to be delivered by 30 August 2009:**

- New KWEVAL version with the new capability

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- Supporting KWEVAL User Manual documentation
- New IMAGEN version to support additional capability

C.2.1.6 Develop Graphical User Interface (GUI) for KWEVAL and Target Toolkit

The contractor shall develop a Graphical User Interface (GUI) for KWEVAL (Task 6a) and the target toolkit (Task 6b). The GUIs will allow the user to set up the KWEVAL or target toolkit with out having to manually edit a text file. The deliverable for this task will be:

Task 6a: GUI for current version of KWEVAL

Task 6b: GUI for current version of the target toolkit

C.2.1.7 Develop Test Data Validation Workbench

The contractor shall provide engineering support to develop software workbench that can be used to quickly assess performance of new code versions against the test and hydrocode databases currently (and in the future) available. This workbench will be GUI managed and include links to IMAGEN and other analysis tools (such as CAP, KVS, LVRUN). Output from this tool will quantify correlations to the test database and allow code development to focus on areas of the code where deficient or erroneous.

C.2.1.8 HRAM, HEI, and Other Damage Mechanism Models

The contractor shall develop new models to incorporate into KWEVAL to predict damage methodologies such as HRAM and HEI from KW, KED, and fragment impact. These models will be correlated to existing test data (where available). Output from correlations will be linked into the GUI database.

C.2.1.9 Verification and Validation

The contractor shall provide analysis and documentation to support a verification and validation effort conducted by the program office. The last version of KWEVAL to have a formal verification process was 2.2. This task will allow for verification and validation analysis to be performed on all portions of the model updated since version 2.2. The deliverables for this task include:

- Verification report and supporting documentation
- Updated validation report based on previous validation report

C.3 TASK ORDER MANAGEMENT

C.3.1 MONTHLY PROGRESS REPORT – The contractor shall submit a Monthly Progress

Report by the 10th of the month following the month being reported on. The cutoff date of the report shall be the same as that used for invoicing purposes by the prime contractor. Any and all subcontractor/consultant data shall be current through the “as of” date of the report. The report shall be unclassified. E-mail submission is encouraged. The specific format shall be approved by the Task Order Manager (TOM) and the Contract Specialist. The following information shall be provided as a minimum:

Technical

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

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2. Expenditure Data

- Provide current and cumulative expenditures of both hours and dollars.
- Separately show expenditures by CLIN. Show the amount funded and compute a funding balance.
- Provide line graphs showing expenditures of both hours and dollars. These graphs shall show planned expenditures as well as funded level.
- Provide the names of all personnel charging to the CLIN. Organize these data by contract labor category and show both current and cumulative hours charged for each person.
- Total expenditures shall be compared to those invoiced for the same period and differences explained.
- The above detailed information shall be provided for current contract period CLINs only. Information shall be provided for each previous CLIN so as to provide a summary for the Task Order.

3. Distribution Requirements: The report shall be provided to the TOM and the Contract Specialist. Other distribution may be mutually agreed to.

C.3.2 Plan of Action and Milestones (POA&M)

The contractor shall develop a POA&M for each work area within the Statement of Work and/or as identified by the Technical Instruction. Statement of Work area is defined as the level of task identified in the SOW/Technical Instruction. The POA&M is due within twenty-one (21) calendar days after Task Order award, Exercise of Option, Technical Instruction Issuance, and/or Modification to the Technical Instruction or the Task Order which affect the Level of Effort or dollar ceilings. While contractor format is acceptable, with the TOM's and Contract Specialist approval, the following information, as a minimum, shall appear in each POA&M:

1. Date POA&M prepared (and revision number if applicable)
2. Work Area
3. POA&M applicable period of performance
4. Work summary to include a listing of planned deliverables
5. Estimated Man-Years required for the period to include subcontractors
6. Names of personnel to be assigned and estimated Level of Effort stated in man-years

C.3.3 TECHNICAL INSTRUCTIONS (TIs)

TIs will be periodically issued when additional specific guidance is required. The contractor shall comply with these additional specific requirements, once they are mutually agreed upon. TIs may be issued in support of any of the Contract Sections.

C.3.4 CONTRACTOR EXPENSE REPORTING SYSTEM (CERS)

Contractors supporting the Warfare Systems Program Office (WSPO) Code W05 shall use CERS to record funding expenditures. CERS is a browser based web application with the Integrated Budget, Planning and Execution System (IBPES) tool used by W05 for Funds Management, Procurement Allocations, Budgeting, and Out year Planning. W05 requires actual expenses, consisting of labor and other (consisting of travel, sub-contracts and any other direct expenses) shall be recorded on the 20th of each month, for the prior month(s) at a minimum. Expenses can be recorded more frequently in those cases where billings occur on less than a 30 day billing cycle. In either case, all CERS submittals shall reflect actual voucher billing periods.

W05 required data shall be captured in the "Labor" and "Other" fields of CERS by WBS Element. W05 does not require inputs to the "Hours", "Travel" nor reporting by requisition in CERS. The "Labor" fields capture

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the labor expenses and the “Other” field will capture the “ODC” expenses for SeaPort and Travel and other indirect expenses for the non-SeaPort contracts.

Contractors shall coordinate all requests for CERS training with the Task Order Manager (TOM) for the contract. The TOM will provide the Contractor with the WSPO CERS Procedural Document that provides instructions on how to gain access to CERS.

C.4 IN-PROGRESS REVIEWS (IPR)

Contractor shall prepare In-Progress Reviews to be held before each major deliverable, at a location mutually agreed upon by the Contractor and the Government. The Contractor’s In-Progress Review presentation shall contain, at a minimum, the following written information.

- a. Contract Number, Period of Performance, Total Value
- b. An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify subcontractor personnel.
- c. Description of each task completed or currently being performed, to include the SOW or Technical Direction Reference Number and a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.
- d. Identification of any administrative problems encountered in performance of the contract.
- e. A graphic depiction of expenditures, labor hours, and deliverables.

C.4.1 Format

The format for the IPR presentation shall be mutually agreed upon by the Contractor and TOM. Agenda items shall address the status of action items from the previous IPR and pertinent issues. Emergent/future interest items and meetings shall be discussed during the IPR. A listing of Action Items, Meeting Minutes with attached attendance listing which reflects those attending; organization/code; telephone and e-mail address; shall be provided to the Government Representatives by the Contractor within 5 working days of the IPR.

C.5 DELIVERABLE REQUIREMENTS

C.5.1 Specific formal deliverable requirements are identified below. Copies of all deliverables, both formal and informal, shall be provided to the Task Order Manager. Other distribution may be mutually agreed to. As part of the contract, monthly reports are required to be provided. One report shall cover the technical accomplishments for the previous period. This will highlight the development for the previous period, raise any technical issues and provide a general status if the contract. The second report shall provide the current funding status. This will include funding for the previous period, funding spent and remaining for each funded task. Both reports are due on the 10th of the month following the report period.

C.5.2 Each version of KWEVAL delivered to NSWCCD will include a beta version and a final version. The beta version shall be delivered to NSWCCD 10 weeks prior to the final version. This will allow NSWCCD to evaluate the beta version and provide problem reports and change requests based on the beta version. NSWCCD will provide all comments back to the developer 4 weeks prior to the delivery of the final version. The developer and NSWCCD shall agree to incorporate or defer changes requested based on the cost and complexity of the individual tasks. The final version shall be delivered based on these changes. Each beta version shall consist of KWEVAL, IMAGEN and target toolkit self installing executables for use in the NSWCCD evaluation. Each final version shall include the following deliverables:

- A self installing unclassified executable for KWEVAL, IMAGEN and the target toolkit

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- A self installing classified version executable for KWEVAL
- A Linux version of KWEVAL for installation on Linux clusters
- Developer source code to be controlled by NSWCCD (not distributed) in an electronic ASCII readable format
- Updated user manual to reflect changes to the new version

Versions of KWEVAL will also be used in the government sponsored competition to select a missile for use with the Aegis combat system. This competition and source selection require all parties to agree and sign a Non-disclosure agreement (NDA). All developers, analysts and managers supporting the development of KWEVAL, IMAGEN and the target toolkit will be required to sign the NDA.

NSWCCD also requests the capability to exchange data over a classified link. This will expedite the exchange of information and resolution of issues as they arise. NSWCCD will provide formal documentation to the contractor and Department of Defense agencies to justify the requirement.

CDRL No. A001
Title: TECHNICAL REPORT-STUDY/SERVICES
Subtitle: Monthly Cost and Technical Summaries
DID No: DI-MISC-80508A
Frequency: Monthly
Date of First Submission: Due forty (40) days after Task Order award
Date of Subsequent Submission: Monthly (By the 10th of each month following reporting period)
Remarks: Contractor's format acceptable. Distribution shall be by electronic media unless otherwise directed by the TOM.

CDRL No. A002
Title: COMPUTER SOFTWARE PRODUCT END ITEM
Subtitle: KWEVAL X.Y BETA
DID No: DI-MISC-80508A
Frequency: As Required, but not later than End of Task Order.
Remarks: Delivery to consist of the following:

- 1) A self installing unclassified executable for KWEVAL X.Y.
- 2) A self installing classified executable for KWEVAL X.Y.
- 3) A LINUX version of KWEVAL X.Y for installation on LINUX clusters.
- 4) KWEVAL X.Y source code in an electronic ASCII readable format.
- 5) A self installing unclassified executable for target toolkit X.Y.
- 6) A self installing unclassified executable for Imagen X.Y.
- 7) Updated users manual for KWEVAL X.Y.

CDRL No. A003
Title: COMPUTER SOFTWARE PRODUCT END ITEM
Subtitle: KWEVAL X.Y
DID No: DI-MISC-80508A
Frequency: As Required, but not later than End of Task Order.
Remarks: Delivery to consist of the following:

- 1) A self installing unclassified executable for KWEVAL X.Y.
- 2) A self installing classified executable for KWEVAL X.Y.
- 3) A LINUX version of KWEVAL X.Y for installation on LINUX clusters.
- 4) KWEVAL X.Y source code in an electronic ASCII readable format.
- 5) A self installing unclassified executable for target toolkit X.Y.
- 6) A self installing unclassified executable for Imagen X.Y.
- 7) Updated users manual for KWEVAL X.Y.

CDRL No. A004
Title: COMPUTER SOFTWARE PRODUCT END ITEM

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Subtitle: KWEVAL BETA GUI
DID No: DI-MISC-80508A
Frequency: As Required, but not later than End of Task Order.
Remarks: Delivery to consist of the following:
1) A self installing KWEVAL GUI

CDRL No. A005
Title: COMPUTER SOFTWARE PRODUCT END ITEM
Subtitle: KWEVAL GUI
DID No: DI-MISC-80508A
Frequency: As Required, but not later than End of Task Order.
Remarks: Delivery to consist of the following:
1) A self installing KWEVAL GUI

CDRL No. A006
Title: TECHNICAL REPORT – STUDY/SERVICES
Subtitle: Updated KWEVAL Technical Report
DID No: DI-MISC-80508A
Frequency: As Required, but not later than End of Task Order.
Remarks: Delivery schedule to be established at time of Government request.

CDRL No. A007
Title: TECHNICAL REPORT – STUDY/SERVICES
Subtitle: Verification and Validation Report
DID No: DI-MISC-80508A
Frequency: As Required, but not later than End of Task Order.
Remarks: Delivery to consist of CD containing a Verification and Validation Report (Word format) and a Verification and Validation Presentation (PowerPoint format).

CDRL No. A008
Title: COMPUTER SOFTWARE PRODUCT END ITEM
Subtitle: Target Threat Models
DID No: DI-MISC-80508A
Frequency: As Required, but not later than End of Task Order.
Remarks: Delivery to consist of individual CD's for both unclassified and classified processing. Each CD shall contain the required BRL-CAD Target Threat Models.

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.

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

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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.

(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.

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(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.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e contract. Some deliveries may contain classified information.

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

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Prime Contractor
- (2) Contract number
- (3) Task Order Number

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed in accordance with the Contract Data Requirements List (CDRL) included in the Statement of Work in Section C.

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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	4/1/2009 - 3/31/2010
3000	4/1/2009 - 3/31/2010
4000	4/1/2010 - 3/31/2011
6000	4/1/2010 - 3/31/2011

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

4200	4/1/2011 - 3/31/2012
4400	4/1/2012 - 3/31/2013
4600	4/1/2013 - 3/31/2014
6200	4/1/2011 - 3/31/2012
6400	4/1/2012 - 3/31/2013
6600	4/1/2013 - 3/31/2014

Services to be performed hereunder will be provided at Contractor Facility in Alabama.

Specific projects/work areas/Technical Instructions may have unique delivery schedules. These schedules will be identified by Technical Instruction and are considered as contractually binding as if they were incorporated herein.

52.211-8 - Time of Delivery (Jun 1997) *Alternate III (Apr 1984)*

(a) The Government requires delivery to be made according to the following schedule:

<p>REQUIRED DELIVERY SCHEDULE <i>[IN ACCORDANCE WITH THE STATEMENT OF WORK AND CDRLS IN SECTION C]</i></p>

ITEM NO.	QUANTITY	WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD
Deliverables in accordance with (IAW) C.2.1.5 of the Statement of Work (SOW)	IAW C.2.1.5 of the SOW	31 AUG 2009

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in Section C		
Deliverables in accordance with SOW and CDRLs in Section C		

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER THE DATE OF RECEIPT OF A WRITTEN NOTICE OF AWARD	COMMENT
A001	1	40	First Report Upon Award
A001	59	10th Day of Each Month	Recurring Subsequent Reports
A002	1	20-Jun-09	C.2.1.5 Beta
A002	Recurring	10 Weeks Prior to Scheduled Release	Recurring as Required
A003	1	30-Aug-09	C.2.1.5 Final
A003	Recurring	4 Weeks After Beta Feedback	Recurring as Required
A004	1	10-Jan-10	C.2.1.6 (Task a) Beta
A005	1	31-Mar-10	C.2.1.6 (Task a) Final
A006	As Required	As Required	KWEval Tech Report
A007	As Required	As Required	V&V Report(s)
A008	As Required	As Required	Target Models

Ddi-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

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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 was obligated. Under SeaPort-e, all funding is identified/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.

The Government plans to include a table as an attachment to this Task Order that identifies, by funded project/work area/Technical Instruction, all applicable ACRNs, SLINs, amounts, appropriation type, expiration date, applicable mod number, Technical Instruction Number (if applicable), and Government Technical Point of Contact. This attachment will be updated with every modification that affects funding under the Task Order.

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

1. Procuring Contracting Officer (PCO):

- (a) Name: Charles E. Thompson, Jr., CXS11-10
Address: Dahlgren Division
Naval Surface Warfare Center
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5110
Phone: (540) 653-7094; FAX: (540) 653-7088
E-mail: charles.e.thompson@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

2. Contract Specialist:

- (a) Name: Stacey L. Palivoda, CXS11-9
Address: Dahlgren Division
Naval Surface Warfare Center
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5110
Phone: (540) 653-8133; FAX: (540) 653- 7088
E-mail: stacey.palivoda@navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

3. Administrative Contracting Officer (ACO)

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- (a) Name: DCMA Virginia, S2404A
Address: 10500 Battleview Parkway, Suite 200
Manassas, VA 20109-2342
Phone: (703) 530-3101; FAX: (703) 530-3102

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

4. Task Order Manager (TOM):

- (a) Name: Mark S. Jones, G25
Address: Dahlgren Division
Naval Surface Warfare Center
1831 Northridge Rd, Suite 350
Dahlgren, Virginia 22448-5157
Phone: (540) 653-4664; FAX: (540) 653-7552
E-mail: mark.s.jones@navy.mil

(b) The TOM is the PCO's appointed representative for technical matters. The TOM is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. An informational copy of the TOM appointment letter which provides a delineation of TOM authority and responsibilities is provided as an attachment to this Task Order.

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

Ddi-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

SPECIAL INVOICE INSTRUCTIONS

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for A001, A002, A003, A006 and A007 for the task order period as shown below.

CLIN	TOTAL ECPFF	FUNDS THIS ACTION	PREVIOUS FUNDING	TOTAL FUNDED AMOUNT	BALANCE UNFUNDED	FUNDED LABOR HOURS
1000						

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TOTAL							
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SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

CLIN	ALLOTED TO COST	ALLOTED TO FEE	TOTAL	MONTHS
1000				
				0
4000				
TOTAL				

TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel cost 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 included 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 the 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 shall be in accordance with Joint Travel Regulations (JTR).

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

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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.

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)

- 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 (to be completed at time of award)

Issue DODAAC	N00178
Admin DODAAC	
Pay Office DODAAC	
Inspector DODAAC	
Service Acceptor DODAAC	
Service Approver DODAAC	
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	
LPO DODAAC	
Inspection Location	See Section E
Acceptance Location	See Section E

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

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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:

Contract Specialist: stacey.palivoda@navy.mil
Task Order Manager: mark.s.jones@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.

Ddl-G12 POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD).

(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 meeting 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
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100001  W05000/90751982    ██████████
LLA :
AA 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9B109D1P3746 920514
Standard Number: MD9B109D1P3746:AA
Incremental Funding

300001  W05000/90751985    ██████████
LLA :
AB 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9B109D1P2315 920514
Standard Number: MD9B109D1P2315:AA
Incremental Funding

BASE Funding 378836.00
Cumulative Funding 378836.00

MOD 01

100002  W05000/9097306C    ██████████
LLA :
AC 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9W118A1P3172 920728
Standard Number: MD9W118A1P3172:AA
Incremental Funding

300002  W05000/9097306C    ██████████
LLA :
AC 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9W118A1P3172 920728
Standard Number: MD9W118A1P3172:AA
Incremental Funding

MOD 01 Funding 215718.00
Cumulative Funding 594554.00

MOD 03

100003  W05000/9226023C    ██████████
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LLA :

AA 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9B109D1P3746 920514
Standard Number: MD9B109D1P3746:AA
Incremental Fundig

100004 W05000/9236141C [REDACTED]

LLA :

AC 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9W118A1P3172 920728
Standard Number: MD9W118A1P3172:AA
Incremental Funding

MOD 03 Funding 81282.00
Cumulative Funding 675836.00

MOD 04 Funding 0.00
Cumulative Funding 675836.00

MOD 05

100005 W05000/9338483C [REDACTED]

LLA :

AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding

300003 W05000/9338483C [REDACTED]

LLA :

AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding

MOD 05 Funding 50000.00
Cumulative Funding 725836.00

MOD 06

100006 W05000/0006287C [REDACTED]

LLA :

AE 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MD0E109B9P0558 020222
Standard Number: MD0E109B9P0558:AA
Incremental Funding

MOD 06 Funding 35000.00
Cumulative Funding 760836.00

MOD 07

100007 W05000/0014402C [REDACTED]

LLA :

AE 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MD0E109B9P0558 020222
Standard Number: MD0E109B9P0558:AA
Incremental Funding

100008 W05000/0027136C [REDACTED]

LLA :

AC 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9W118A1P3172 920728
Standard Number: MD9W118A1P3172:AA
Incremental Funding

300004 W05000/0027136C [REDACTED]

LLA :

AC 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9W118A1P3172 920728
Standard Number: MD9W118A1P3172:AA
Incremental Funding

MOD 07 Funding 85000.00
Cumulative Funding 845836.00

MOD 08

100009 W05000/0056073C [REDACTED]

LLA :

AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding

300005 W05000/0056073C [REDACTED]

LLA :

AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding

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MOD 08 Funding 100000.00
Cumulative Funding 945836.00

MOD 09

400001 W05000/0064241C [REDACTED]
LLA :
AE 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MD0E109B9P0558 020222
Standard Number: MD0E109B9P0558:AA
Funding will provide for the following deliverables.
A001, A002, A003, A007 and KWEVAL User Manual Documentation.

600001 W05000/0064241C [REDACTED]
LLA :
AE 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MD0E109B9P0558 020222
Standard Number: MD0E109B9P0558:AA
Incremental Funding

MOD 09 Funding 400000.00
Cumulative Funding 1345836.00

MOD 10

400002 W05000/0126262C [REDACTED]
LLA :
AE 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MD0E109B9P0558 020222
Standard Number: MD0E109B9P0558:AA
Funding will provide for the following deliverables.
A002 and A003.

400003 W05000/0117147C [REDACTED]
LLA :
AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Funding will provide for the following deliverables.
A002 and A003.

600002 W05000/0126262C [REDACTED]
LLA :
AE 9700400 2520 10 BM 2520 40603892C00 255Y S12135 MD0E109B9P0558 020222
Standard Number: MD0E109B9P0558:AA
Incremental Funding

600003 W05000/0117147C [REDACTED]
LLA :
AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding.

MOD 10 Funding 105000.00
Cumulative Funding 1450836.00

MOD 11

400004 W05000/0182026C [REDACTED]
LLA :
AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Funding will provide for the following deliverables. A002, A003 and A006.

600004 W05000/0182026C [REDACTED]
LLA :
AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding

MOD 11 Funding 100000.00
Cumulative Funding 1550836.00

MOD 12

100009 W05000/0056073C [REDACTED]
LLA :
AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding

300002 W05000/9097306C [REDACTED]
LLA :
AC 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9W118A1P3172 920728

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Standard Number: MD9W118A1P3172:AA
Incremental Funding

300003 W05000/9338483C [REDACTED]
LLA :
AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding

300004 W05000/0027136C [REDACTED]
LLA :
AC 9790400 2520 9 BM 2520 40603892C00 255Y S12135 MD9W118A1P3172 920728
Standard Number: MD9W118A1P3172:AA
Incremental Funding

300005 W05000/0056073C [REDACTED]
LLA :
AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Incremental Funding

MOD 12 Funding -64470.00
Cumulative Funding 1486366.00

MOD 13

400005 W05000/0266108C [REDACTED]
LLA :
AD 9700400.2520 10 BM 2520 40603891C00 255Y S12135 MD0W127A0P0570 020295
Standard Number: MD0W127A0P0570:AA
Funding will provide for the following deliverables.
A002, A003 and A006.

MOD 13 Funding 61270.00
Cumulative Funding 1547636.00

MOD 14

400006 W05000/1012308C [REDACTED]
LLA :
AF 9700400 2520 10 BM 2520 40603891C00 255Y S12109 MD0W127A0P7230 020295
Standard Number: MD0W127A0P7230:AA
Funding will provide for the following deliverables.
A002, A003 and A006.

MOD 14 Funding 17916.00
Cumulative Funding 1565552.00

MOD 15

400007 W05000/1061211C [REDACTED]
LLA :
AG 9700400 2520 10 BM 2520 40603891C00 255Y S12109 MD0W127A0P7244 020295
Standard Number: MD0W127A0P7244:AA
Funding will provide for the following deliverables. A002, A003 and A006.

600005 W05000/1061212C [REDACTED]
LLA :
AG 9700400 2520 10 BM 2520 40603891C00 255Y S12109 MD0W127A0P7244 020295
Standard Number: MD0W127A0P7244:AA
Incremental Funding

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 through the life of the order. The mandatory requirements are as follows:

Requirement 1: Facility Security Clearance: The offeror's facility must be cleared at the SECRET level for receipt/handling/storage.

Requirement 2: Personnel Security Clearances: All personnel shall possess, at minimum, a Security Clearance of at least SECRET. At least one person must be authorized for Critical Nuclear Weapons Design Information (CNWDI).

Requirement 3: OCI Certification/Mitigation Plan: The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest. The certification and/or mitigation plan shall cover all team members.

KEY LABOR CATEGORY QUALIFICATION REQUIREMENTS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications. Labor categories are identified as Key. The experience levels for each Key labor category are identified below. Key Personnel levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed.

(a) Experience – The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the statement of work. In addition to the experience listed, general experience in engineering, computer science, mathematics, physical science, or another field appropriate to the labor category employing skills that apply to the accomplishment of the technical objectives of the statement of work is a plus and will be favorably considered as will experience utilizing automated systems, including personal computers/workstations and basic software applications such as word processors, spreadsheets, graphics/presentation packages, databases, and e-mail.

(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 order. The years of experience listed below 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.

LABOR CATEGORY QUALIFICATION REQUIREMENTS

GENERAL EXPERIENCE:

General experience includes work experience in engineering, computer science, mathematics, physical science, or another technical field employing skills that apply to the accomplishment of the technical objectives of the Statement of Work. General experience may not necessarily meet the definition of specialized experience.

SPECIALIZED EXPERIENCE:

Experience in the field of lethality modeling and analysis and experience with Navy BMD systems.

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To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications. Labor categories are identified as both Key and Non-Key. The experience levels for each Key and Non-Key Personnel labor category are identified below. Key Personnel levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal except where the requirement is specifically noted as a minimum requirement. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled "Ddl-H11 CHANGES IN KEY PERSONNEL in this Section. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes. Non-Key category qualification levels are minimums.

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.

KEY PERSONNEL:

Senior Technical Manger (Key) -

Ten (10) years specialized experience running lethality programs. Knowledgeable in BRL-CAD is desired. Must possess effective communication skills (both written and oral). Must be able to travel frequently.

Senior C++ Programmer (Key) -

Ten (10) years specialized experience in lethality modeling. Familiarity with both Navy BMD systems and current Navy modeling techniques is desired. BRL-CAD expertise is also required. Must be able to travel frequently.

NON-KEY PERSONNEL:

The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided below by labor category. Resumes are not required for these individuals. The offerors' ability to staff these positions is, however, addressed in a subfactor under Management. Minimum requirements for the non-key categories are provided below.

Visualization Programmer (Non-Key) -

Five (5) years general experience in 3-D modeling and two (2) years specialized experience in 3-D lethality modeling. Familiarity with current Navy modeling techniques is desired. BRL-CAD expertise is also required.

Automatic Target Development Programmer (Non-Key) -

Two (2) years general experience in an engineering/science discipline. Familiarity with current Navy modeling techniques is desired. BRL-CAD expertise is also required.

GUI Developer (Non-Key) -

Three (3) years general experience in a computer science discipline.

Lethality Engineer (Non-Key) -

Two (2) years general experience in an engineering/science discipline. Familiarity with current Navy modeling techniques is desired. BRL-CAD expertise is also required.

Ddl-H11 CHANGES IN KEY PERSONNEL

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

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

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

(2) A complete resume of the proposed substitute;

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

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

(c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.

(d) 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.

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

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, 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

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(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.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in this order, 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.

DdI-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

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

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(d) 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 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 task order 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 contractual work statement which is not affected by the disputed technical instruction.

SAVINGS INITIATIVES

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

Annual Labor Escalation: (to be identified at time of award).

Maximum Pass-Thru Rate: (to be identified at time of award)

Fixed Fee: (to be identified at time of award).

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

GOVERNMENT-FURNISHED EQUIPMENT (GFE)

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-7	Allowable Cost and Payment (DEC 2002)
52.216-8	Fixed Fee (MAR 1997)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
52.227-11	Patent Rights - Ownership by the Contractor (DEC 2007)
252.227-7013	Rights in Technical Data - Noncommercial Items (NOV 1995)
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
252.227-7019	Validation of Asserted Restrictions-Computer Software (JUN 1995)
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends (JUN 1995)
252.227-7030	Technical Data-Withholding of Payment (MAR 2000)
252.227-7037	Validation of Restrictive Markings on Technical Data (SEP 1999)
252.227-7039	Patents-Reporting of Subject Inventions (APR 1990)

CLAUSES INCORPORATED BY FULL TEXT:

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

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

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

52.244-2 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—

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(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 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)

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(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).

(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 subcontracts, which were evaluated during negotiations:

__to be identified at time of award _____

(End of clause)

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

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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

J.1 Contract Security Classification Specification (DD254)

J.2 TOM Appointment Letter