

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 08-Jun-2011	4. REQUISITION/PURCHASE REQ. NO. See Section G		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES P.O. Box 9608 Mission Hills CA 91346-9608		CODE S0512A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Tecolote Research 420 South Fairview Avenue, Suite 201 Goleta CA 93117-3626		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4608-0003
		10B. DATED (SEE ITEM 13) 17-Dec-2010
CAGE CODE OBMB0	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)
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) Unilateral mod pursuant to FAR 52.232-22 Limitation of Funds in Section I of the basic contract

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) Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 08-Jun-2011
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

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GENERAL INFORMATION

PURPOSE: This modification is being issued to provide an increment of funds.

MODIFICATION:

1. Incremental funding and task order value:

The Line of Accounting information is hereby changed as follows:

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

The total value of the order is hereby increased from _____ by _____ to _____.

2. The above listed SLINS have been added to Section B to accommodate incremental funding in this mod.
3. ACRNs, Lines of Accounting, Requisition Numbers and other financial information associated with this mod appear at the end of Section G.
4. The FUNDING PROFILE and ALLOTMENT OF FUNDS in Section G are updated to reflect the funding changes in this modification.

Special Invoicing/Special Payment Instructions apply to this Task Order per Section G.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
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USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

TYPE OF ORDER

This is a term (level of effort) order.

Items in the 4xxx and 7xxx series are cost plus fixed fee type.

Items in the 6xxx and 9xxx series are cost only.

ADDITIONAL CLINS

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

HQ B-2-0020 EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

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

(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

PERFORMANCE WORK STATEMENT (PWS)

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SECTION D PACKAGING AND MARKING

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

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

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Contracting Officer Representative (COR) designated herein.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan in Section H.

(b) The plan 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>

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

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

Services to be performed hereunder will be provided at the contractor's facility and NSWCDD, Dahlgren, VA.

TECHNICAL DATA & INFORMATION

Technical Data & Information shall be delivered in accordance with the requirements of Section C and the DD Form 1423, Contract Data Requirements List provided as Exhibit A.

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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.

SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN. If multiple ACRNs are associated with a single project/work area/TI/WBS, the contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

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) and subline item numbers (SLINs) shown on each individual invoice.

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

Procuring Contracting Officer (PCO):

- (a) Name:
Code: CXS12
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone:
Fax:
E-mail:

(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 Task Order, 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.

Contract Specialist:

- (a) Name:
Code: CXS12-9
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone:
Fax:
E-mail:

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

Contracting Officers Representative (COR):

(a) Name:
Code: W11
Address: Naval Surface Warfare Center, Dahlgren Division
19008 Wayside Drive, Suite 343
Dahlgren, VA 22448-5162
Phone:
E-mail: !

(b) The COR is the PCO's appointed representative for technical matters. The COR 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. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

Alternate Contracting Officers Representative (ACOR):

(a) Name: TBD
Code:
Address:
Phone:
FAX:
E-mail:

(b) The ACOR is responsible for COR responsibilities and functions in the event the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this Task Order.

CONSENT TO SUBCONTRACT

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

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide the labor hours for the task order period as shown below. The following details funding to date:

CLIN	Total ECPFF	Funding this Action	Previous Funding	Total Funded	Balance Unfunded	Funded Labor Hrs

SEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

In accordance with the basic contract, the allotment of funds are as follows:

CLIN	Period of Performance	Allotted to Cost	Allotted to Fee	Estimated CPFF	Est. Funded Through

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Required LOE

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(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.

HQ B-2-0015 PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this task order, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee for 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 percentage of Fixed Fee to Cost shown for the applicable CLIN in Section B on 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 task order.

(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

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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.

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEE(S) (LEVEL OF EFFORT)" above states that fixed fee payments shall be equal to the percentage of Fixed Fee to Cost shown for the applicable CLIN in SECTION B. The contractor shall use that rate to invoice fixed fee. This rate could vary by Task Order period (Base Period, Option 1, etc.).

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

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

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

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

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

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

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

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

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

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available 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.

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

(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 Task Order Manager. 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.

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

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

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

INVOICE INSTRUCTIONS (JUN 2010)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Surface Warfare Center Dahlgren Division (NSWCDD) 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 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 (DD250 Only) (Only when required)

DODAAC Codes and Inspection and Acceptance Locations (*Contracting Officer complete appropriate information as applicable*)

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00178
Admin DODAAC	S0512A
Pay Office DODAAC	HQ0339
Service Approver DODAAC	S0512A

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DCAA Auditor	HAA05C
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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.

(f) Line item information shall be entered according to CLIN/SLIN structure displayed in the ACCOUNTING AND APPROPRIATION DATA section of this contract or order, not according to section B.

EXAMPLE OF ACCOUNTING AND APPROPRIATION DATA:

AA: 97X4930 NH1E 000 000000 0 00000 0000000000 00000000000000
 AMOUNT: \$9,000
 CIN 0000000000001: \$

CLIN	JOB ORDER	FUNDS EXP. DATE	FUNDED QTY	FUNDED AMT
0001	00000000000000	30-SEP-2049	4	\$4,000
000201	00000000000000	30-SEP-2049	5	\$5,000

(g) Foreign vendors that DO NOT have a U.S. Bank are exempt from using WAWF and should submit paper invoice to:

NAVAL SURFACE WARFARE CENTER, DAHLGREN DIVISION
 VENDOR PAY
 17632 DAHLGREN RD
 SUITE 202
 DAHLGREN, VA 22448-5100

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

Send Additional Email Notification To:
COR: _____
Contract Specialist: _____

(j) 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 _____ . Information concerning Item Unique Identification (IUID) can be found at <http://www.acq.osd.mil/dpap/pdi/uid/index.html> or **UID Help Desk** iuid.helpdesk@bpn.gov

Ddl-G12 POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 60 working days after award of the contract. The meeting will be held at: 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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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY 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 the task order performance. In addition, mandatory requirements must be maintained throughout the life of the task order. The mandatory requirements are as follows:

Requirement 1 – Facility Security Clearance and Location - The contractor’s facility supporting this requirement shall be located within a 120 minute commuting time of NSWCDD, Dahlgren, VA and be capable of processing and securely storing up to SECRET level information in its facility. See Attachment J.1, DD Form 254.

Requirement 2 – Personnel Security Clearances – The Program Manager, personnel that will be located on-site at NSWCDD, and other personnel assigned to perform classified efforts must possess and maintain a SECRET level clearance.

Requirement 3 – Organizational Conflict of Interest (OCI) Certification/Mitigation Plan - The offeror shall certify compliance with the OCI clause or present an acceptable plan to neutralize any actual or perceived organizational conflict of interest. The certification and/or mitigation plan shall cover all team members.

LABOR CATEGORY QUALIFICATION REQUIREMENTS

To perform the requirements of the Performance Work Statement, the Government desires personnel with the appropriate experience and professional development qualifications. Labor categories are identified as Key and Non-Key. The experience level for each Key Personnel labor category and each Non-Key Personnel labor category is identified in the clause entitled PERSONNEL QUALIFICATIONS below.

Two groups of Key Personnel will support this order - Resumed Key Personnel and Non-Resumed Personnel Performing in Key Labor Categories.

Resumed Key Personnel are the Key Personnel whose resumes were submitted with the offeror’s proposal for evaluation purposes or their replacement in accordance with the CHANGES IN RESUMED KEY PERSONNEL clause below. (Section L provision 5.2 RESUMES identifies the number of Full-Time Equivalents for which resumes are required in the offeror’s proposal.) Key Personnel qualification levels are considered to be “Desired” for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of these proposed resumed key personnel following award shall be equal to or better than the individuals initially proposed, as required by the clause CHANGES IN RESUMED KEY PERSONNEL below.

Non-Resumed Personnel Performing in Key Labor Categories are the remaining personnel proposed to provide support in the Key Personnel labor categories. Non-Resumed Personnel Performing in Key Labor Categories should meet or exceed the PERSONNEL QUALIFICATIONS identified in the clause below.

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Non-Key Personnel are the personnel proposed to provide hours in labor categories that are not identified as Key. Non-Key Personnel should meet or exceed the PERSONNEL QUALIFICATIONS identified in the clause below.

Prior to charging Non-Resumed Personnel Performing in Key Labor Categories and Non-Key Personnel under the order, the contractor shall provide a written notification stating the individual's name, order labor category, employer, tasking/project the person will support, and certifying that the individual either meets the minimum qualifications of the labor category as specified under the order OR identifying the labor category qualifications the person does not fully meet and providing a brief explanation of the benefits of this person performing in the stated order labor category. Personnel qualification certifications for additional and/or replacement personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, Contracting Officer Representative (COR), Alternate Contacting Officers Representative (ACOR), and Technical Assistant (TA), if applicable. The Contract Specialist will acknowledge receipt of these notifications. **THIS DOES NOT APPLY TO THE NON-RESUMED PERSONNEL PERFORMING IN KEY LABOR CATEGORIES AND NON-KEY PERSONNEL ORIGINALLY PROPOSED UNDER THIS EFFORT; IT ONLY APPLIES TO POST-AWARD REPLACEMENTS.**

When Non-Resumed Personnel Performing in Key Labor Categories or Non-Key Personnel will no longer be charged against this order (no longer employed by the company, assigned to another program, etc.), the contractor shall notify the Contract Specialist, COR, ACOR, and TA (if applicable) via e-mail with the date of departure from this order.

PERSONNEL QUALIFICATIONS

(a) Key Personnel Qualifications

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CHANGES IN RESUMED KEY PERSONNEL

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

(b) The contractor agrees that during the first 180 days of the period of performance no Resumed 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;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Requests for post award approval of replacement Resumed Key Personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, COR, ACOR, and the TA, if applicable. It is desired that resumes be submitted in the format required below. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this order shall include, as a minimum, the following information:

- (a) Complete Name
- (b) Task Order Labor Category & Contractor Labor Category
- (c) Percentage of Time to be Allocated to this Effort
- (d) Current Work Location & Proposed Work Location
- (e) Current Security Clearance Level (identify Interim or Final)
- (f) Years of Professional Experience
- (g) Educational History / Professional Development
- (h) Chronology of Work History/ Professional Experience

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued

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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 SOW.

(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 (that are in addition to the cost savings initiatives specified in the contractor's basic contract) are required under this task order:

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure systematic quality assurance methods are used in the administration of this performance based service task order. This QASP sets forth the guidelines and processes the Government will employ to ensure the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the order. This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this task order such as a Contractor Performance Assessment Reporting System (CPARS) report or a Task Order Performance Evaluation (TOPE) report.

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2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts/task order to be executed by the Contracting Officer or a duly authorized government representative.

3. SCOPE

The QASP is put in place to provide Government surveillance oversight of the contractor's efforts to assure that they are timely, effective, and delivering the results specified in the order. The contractor's performance on this task order will be evaluated by the Government as described below. The following are the evaluation periods for this task order:

1st evaluation period: 1/1/11 – 4/30/11

2nd evaluation period: 5/1/11 – 4/30/12

3rd evaluation period: 5/1/12 – 4/30/13

4th evaluation period: 5/1/13 – 4/30/14

5th evaluation period: 5/1/14 – 4/30/15

The evaluation will cover all work performed by the contractor during evaluation period but will not include cumulative information from prior periods. Based on the evaluation results, the Contracting Officer will assign an overall performance rating.

If the Contracting Officer assigns an "Unsatisfactory" overall performance rating for the period evaluated, the next option period will not be exercised. As options are exercised, improved performance is required as demonstrated in Table 2.

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

The following Government resources shall have responsibility for the implementation of this QASP:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract/task order and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the task order. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The Procuring Contracting Officer (PCO) for this task order is identified in Section G.

Contract Specialist – An individual assigned by the PCO to assist in the daily administration of the task order. The Contract Specialist also provides input to the PCO and the Contracting Officer Representative (COR) as to the quality of performance for areas addressed in this QASP. The Contract Specialist for this task order is identified in Section G.

Contracting Officer Representative – The COR is responsible for technical administration of the task order and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action. The COR for this task order is identified in Section G.

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Government Technical Point of Contact (TPOC) – The COR may designate an individual Government Technical Point of Contact to assist in administering specific projects under the task order. The Government TPOC is responsible for assisting in administering a specific project under the task order. A Government TPOC cannot, in any manner, alter the scope of the task order, make commitments or authorize any changes on the Government’s behalf.

5. METHODS OF QA SURVEILLANCE

a. Quality Assurance Surveillance Plan (QASP) – The below listed methods of surveillance shall be used by the COR in the technical administration and the PCO/Contract Specialist in non-technical administration of this QASP. The Performance Rating resulting from the QASP will be a determinant in exercising an option.

b. Contractor Performance Assessment Report System (CPARS) – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this contract. An evaluation using the CPARS format will be performed at the end of each year of performance. This evaluation will also be a determinant in exercising an option. In the CPAR System the Government will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. CPARS information may affect future source selections throughout DoD, as well as the continuation of this order. The annual CPARS assessment will be used as an additional performance oversight and communication tool with the QASP.

6. DOCUMENTATION

a. Contractor – For each QASP assessment period the Contractor will provide a self-assessment of the performance provided. The self-assessment report shall be delivered to the COR and Contract Specialist NLT 30 days following the period being evaluated. The self-assessment shall cover all areas of the Government QASP. Contractor format is acceptable with Government concurrence. The COR’s “Recommendation to the Contracting Officer” will be provided to the contractor for review and comment. Within 10 days of receiving the “Recommendation to the Contracting Officer” the contractor shall respond to the COR and Contract Specialist with an “agreement with the recommendation” or a “disagreement with the recommendation and supporting documentation”.

b. Government – For each QASP assessment period, the COR and Contract Specialist will provide a “Recommendation to the Contracting Officer” addressing all performance criterion in the QASP. In addition to providing the “Recommendation to the Contracting Officer”, the COR will maintain a complete Quality Assurance file. The file will contain copies of reports, evaluations, recommendations, and any actions related to the Government’s performance of the quality assurance function. The COR shall forward these records to the Contracting Officer at termination or completion of the order.

7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcomes, and surveillance methods to be used to document the results of the surveillance.

a. Performance Ratings: The Government will evaluate the contractor’s performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings: Excellent, Satisfactory, or Unsatisfactory. The standards associated with these ratings are as follows.

TABLE 1: OVERALL PERFORMANCE RATINGS

Overall Performance Rating	Standard
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Excellent	“Excellent” ratings for all performance evaluation criteria in Tables 3, 5 and 6.
Satisfactory	A minimum of “Satisfactory” rating for all performance evaluation criteria in Tables 3, 5 and 6.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria in Tables 3, 5 and 6.

b. Objectives/Determination:

The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon the Contractor’s Self-Evaluation Report, the COR’s recommendations, the contractor’s comments to the COR’s recommendation, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR’s recommendations and the contractor’s self-assessment report/comments regarding the evaluation. The Contracting Officer’s performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractor’s self-assessment.

The following table details how incentives shall apply to performance under this order.

TABLE 2: OBJECTIVES

Assessment Period	Acceptable Performance Definition	How Measured	Incentives

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* The Government will not exercise the next option year term unless the contractor meets the acceptable performance definition, but meeting the acceptable performance definition does not guarantee exercise of an option.

c. Performance Evaluation Criteria

The contractor’s performance will be evaluated using the criteria and standards identified in Tables 3, 5, and 6 below. The Overall Performance Rating will be based on all criteria in Tables 3, 5, and 6. Each of the criteria in Tables 3, 5, and 6 must score a minimum of “satisfactory” to receive an Overall Performance Rating of “Satisfactory” in each assessment period. One or more individual criteria ratings of “Excellent” are required in each period to obtain Acceptable Performance (See Table 2).

Table 4 identifies the Performance Requirements for specific areas of the PWS. The assessments of all Table 4 elements are “rolled-up” into the “Task Performance” criterion of Table 3.

TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product/service fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (Table 4).	Work product/service routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (Table 4).	Work product/service frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (Table 4).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly. Poor level of retention and attraction of key personnel.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are corrected promptly. Reasonable level of retention and attraction of key personnel.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are corrected promptly. Contractor ensures staff training remains current. High level of retention and attraction of key personnel.
	Contractor frequently misses deadlines, schedules, or is	Contractor routinely meets deadlines, schedules, and	Contractor always meets deadlines, schedules, and responds

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Timeliness	slow to respond to government requests or is non-responsive to government requests.	responds quickly to government requests.	immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations.	Meets customer expectations.	Exceeds customer expectations.

TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods

TABLE 5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

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CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT

TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this contract 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 contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.244-2 SUBCONTRACTS (JUNE 2007) - ALTERNATE 1 (JUNE 2007)

Paragraph (j) from the basic contract is completed as follows for this order:

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

The Contracting Officer's consent to a subcontract does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of the costs.

SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2(e)(1) Alternate I, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

(1) Impact on subcontracting goals;

(2) Impact on providing the support at the contracted value; and

(3) 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.

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

with subparagraph (b)(1) completed as follows:

(b)(1) For sales to the Government of Saudi Arabia, contingent fees in any amount.

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252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List - CDRL - DD1423

Attachment J.1 - DoD Contract Security Classification Specification - DD254

Attachment J.2 - COR Appointment Letter

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