

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 32	3. EFFECTIVE DATE 27-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. N00178-09-MR-56396		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 candice.thomas@navy.mil 540-653-4406	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 1 South Los Carneros Road; Suite 125 Goleta CA 93117-5506	9A. AMENDMENT OF SOLICITATION NO.		
	9B. DATED (SEE ITEM 11)		
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4608-0002		
CAGE CODE 0BMBO	FACILITY CODE 074108176	[X]	10B. DATED (SEE ITEM 13) 03-Mar-2006

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	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) Betty B Kniceley, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Betty B Kniceley (Signature of Contracting Officer)	27-Jan-2009

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## GENERAL INFORMATION

PURPOSE: Modification 32 is being issued to provide an increment of funds.

Modification -32:

1. Incremental funding is provided as follows:

SLIN	ACRN	Amount
1200 27	BU	\$50,000
1200 28	BV	\$24,000

Accounting and Appropriation Data for this increment of funds is provided in Section G.

2. In Section G, the ALLOTMENT OF FUNDS and FUNDING PROFILE are updated to reflect the funding increases in this modification.

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

The total amount of funds obligated to the task is hereby increased by \$74000.00

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
-----				
1000	Professional cost estimating and analysis support services BASE PERIOD from 03 March 2006 through 04 April 2007 in accordance with Section C, Description/Speci fications/Stateme nt of Work [Fee FINALIZED in Mod 27] (TBD)			
100001	Award Funding ACRN: AA Award (TBD)			
100002	Award Funding ACRN: AB Award (TBD)			
100003	Award Funding ACRN: AC Award (TBD)			
100004	Incremental Funding ACRN: AA Mod-01 (TBD)			
100005	Incremental Funding ACRN: AA Mod-01 (TBD)			
100006	Incremental Funding ACRN: AE Mod-01 (TBD)			
100007	Incremental Funding ACRN: AD Mod-01 Mod-10 (TBD)			

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100008 Incremental  
Funding  
ACRN: AF  
Mod-02  
Mod-08  
(TBD)

100009 Incremental  
Funding  
ACRN: AG  
Mod-02  
(TBD)

100010 Incremental  
Funding  
ACRN: AF  
Mod-03  
Mod-08  
(TBD)

100011 Incremental  
Funding  
ACRN: AH  
Mod-04  
Mod-08  
(TBD)

100012 Incremental  
Funding  
ACRN: AJ  
Mod-05  
Mod-08  
(TBD)

100013 Incremental  
Funding  
ACRN: AK  
Mod-05  
Mod-08  
(TBD)

100014 Incremental  
Funding  
ACRN: AL  
Mod-05  
Mod-09  
(TBD)

100015 Incremental  
Funding  
ACRN: AK  
Mod-06  
Mod-08  
(TBD)

100016 Incremental  
Funding  
ACRN: AE  
Mod-08  
(TBD)

100017 Incremental  
Funding  
ACRN: AG

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Mod-08 \$  
(TBD)

1100 Professional cost  
estimating and  
analysis support  
services OPTION  
#1 (exercised)  
from 05 April  
2007 through 04  
April 2008 in  
accordance with  
Section C,  
Description/Speci  
fications/Stateme  
nt of Work (TBD)

110001 Incremental  
Funding  
ACRN: AM  
Mod 07  
(TBD)

110002 Incremental  
Funding  
ACRN: AF  
Mod-08  
(TBD)

110003 Incremental  
Funding  
ACRN: AF  
Mod-08  
(TBD)

110004 Incremental  
Funding  
ACRN: AH  
Mod-08  
(TBD)

110005 Incremental  
Funding  
ACRN: AJ  
Mod-08  
(TBD)

110006 Incremental  
Funding  
ACRN: AK  
Mod-08  
(TBD)

110007 Incremental  
Funding  
ACRN: AK  
Mod-08  
(TBD)

110008 Incremental  
Funding  
ACRN: AL  
Mod-08  
(TBD)

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110009 Incremental  
Funding  
ACRN AN  
Mod-08  
Mod-11  
(TBD)

110010 Incremental  
Funding  
ACRN AP Mod -09  
(TBD)

110011 Incremental  
Funding  
ACRN AD Mod-10  
(TBD)

110012 Incremental  
Funding  
ACRN: AQ  
Mod-11  
(TBD)

110013 Incremental  
Funding  
ACRN: AR Mod-12  
(TBD)

110014 Incremental  
Funding  
ACRN: AS Mod-12  
(TBD)

110015 Incremental  
Funding  
ACRN: AT Mod-13  
(TBD)

110016 Incremental  
Funding  
ACRN: AU Mod-13  
(TBD)

110017 Incremental  
Funding  
ACRN: AV Mod-13  
(TBD)

110018 Incremental  
Funding  
ACRN: AW Mod-14  
(TBD)

110019 Incremental  
Funding  
ACRN: AX Mod-14  
(TBD)

110020 Incremental  
Funding  
ACRN: AY Mod-15  
(TBD)

110021 Incremental  
Funding

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ACRN: AZ Mod-15  
(TBD)

110022 Incremental  
Funding  
ACRN: BA Mod-16  
(TBD)

110023 Incremental  
Funding  
ACRN: BB  
Mod-17

Mod-23  
  
(TBD)

110024 Incremental  
Funding  
ACRN: BC Mod-17  
(TBD)

110025 Incremental  
Funding  
ACRN: BD Mod-18  
(TBD)

110026 Incremental  
Funding  
ACRN: BE Mod-18  
(TBD)

110027 Incremental  
Funding  
ACRN: BF Mod-19  
(TBD)

110028 Incremental  
Funding  
ACRN: BC  
Mod-19  
Mod-23  
(TBD)

110029 Incremental  
Funding  
ACRN: BB  
Mod-19  
(TBD)

1200 Professional cost  
estimating and  
analysis support  
services OPTION  
#2 from 05 April  
2008 through 04  
April 2009 in  
accordance with  
Section C,  
Description/Speci  
fications/Stateme  
nt of Work (TBD)  
(TBD)

120001 Incremental

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Funding  
ACRN: BG  
Mod-20  
(TBD)

120002 Incremental  
Funding  
ACRN: BH  
Mod-20  
(TBD)

120003 Incremental  
Funding  
ACRN: BJ  
Mod-20  
(TBD)

120004 Incremental  
Funding  
ACRN: BA  
Mod-20  
(TBD)

120005 Incremental  
Funding  
ACRN: BC  
Mod-20  
Mod-21  
(TBD)

120006 Incremental  
Funding  
ACRN: BB  
Mod-20  
(TBD)

120007 Incremental  
Funding  
ACRN: BC  
Mod-20  
(TBD)

120008 Incremental  
Funding  
ACRN: BK  
Mod-22  
(TBD)

120009 Incremental  
Funding  
ACRN: BL  
Mod-22  
(TBD)

120010 Incremental  
Funding  
ACRN: BJ  
Mod-23  
(TBD)

120011 Incremental  
Funding  
ACRN: BE  
Mod-23  
(TBD)

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120012 Incremental  
Funding  
ACRN: BJ  
Mod-24  
(TBD)

120013 Incremental  
Funding  
ACRN: BB  
Mod-25  
(TBD)

120014 Incremental  
Funding  
ACRN: BC  
Mod-25  
(TBD)

120015 Incremental  
Funding  
ACRN: BM  
Mod-26  
(TBD)

120016 Incremental  
Funding  
ACRN: BN  
Mod-26  
(TBD)

120017 Incremental  
Funding  
ACRN: BJ  
Mod-28  
(TBD)

120018 Incremental  
Funding  
ACRN: BJ  
Mod-28  
(TBD)

120019 Incremental  
Funding  
ACRN: BA  
Mod-28  
(TBD)

120020 Incremntal  
Funding  
ACRN: BP  
Mod-28  
(TBD)

120021 Incremntal  
Funding  
ACRN: BQ  
Mod-29  
(TBD)

120022 Incremntal  
Funding  
ACRN: BR  
Mod-29

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(TBD)

120023 Incremental  
Funding  
ACRN: BD  
Mod-30  
(TBD)

120024 Incremental  
Funding  
ACRN: BS  
Mod-31  
(TBD)

120025 Incremental  
Funding  
ACRN: BT  
Mod-31  
(TBD)

120026 Incremental  
Funding  
ACRN: BR  
Mod-31  
(TBD)

120027 Incremental  
Funding  
ACRN: BU  
Mod-32:  
(TBD)

120028 Incremental  
Funding  
ACRN: BV  
Mod-32  
(TBD)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
3000	ODCs for CLIN 1000 BASE PERIOD (TBD) (TBD)	1.0 Lot
300001	Award Funding ACRN: AC Award (TBD)	
300002	Incremental Funding ACRN: AA Mod-01 (TBD)	
300003	Incremental Funding ACRN: AE Mod-01 Mod-08 (TBD)	

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300004 Incremental  
Funding  
ACRN: AD  
Mod-01  
Mod-08  
(TBD)

300005 Incremental  
Funding  
ACRN: AF  
Mod-02  
Mod-08  
(TBD)

300006 Incremental  
Funding  
ACRN: AG  
Mod-02  
Mod-08  
(TBD)

300007 Incremental  
Funding  
ACRN: AH  
Mod-04  
Mod-08  
(TBD)

300008 Incremental  
Funding  
ACRN: AJ  
Mod-05  
Mod-08  
(TBD)

300009 Incremental  
Funding  
ACRN: AL  
Mod-05  
Mod-10  
(TBD)

3100 ODCs for CLIN                      1.0 Lot  
1100 (OPTION #1 -  
exercised) (TBD)

310001 Incremental  
Funding  
ACRN: AD  
Mod-08  
(TBD)

310002 Incremental  
Funding  
ACRN: AF  
Mod-08  
(TBD)

310003 Incremental  
Funding  
ACRN: AF  
Mod-08  
(TBD)

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310004 Incremental  
Funding  
ACRN: AH  
Mod-08  
(TBD)

310005 Incremental  
Funding  
ACRN: AJ  
Mod-08  
(TBD)

310006 Incremental  
Funding  
ACRN: AN  
Mod-08  
Mod-11  
(TBD)

310007 Incremental  
Funding  
ACRN: AP Mod-09  
(TBD)

310008 Incremental  
Funding  
ACRN: AL Mod-10  
(TBD)

310009 Incremental  
Funding  
ACRN: AS  
Mod-12  
Mod-23  
(TBD)

310010 Incremental  
Funding  
ACRN: AT  
Mod-13  
Mod-23  
(TBD)

310011 Incremental  
Funding  
ACRN: AU  
Mod-13  
Mod-23  
(TBD)

310012 Incremental  
Funding  
ACRN: AV  
Mod-13  
Mod-23  
(TBD)

310013 Incremental  
Funding  
ACRN: BD  
Mod-18  
Mod-23  
(TBD)

310014 Incremental

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Funding  
ACRN: BE  
Mod-18  
Mod-23  
(TBD)

310015 Incremental  
Funding  
ACRN: BC  
Mod-19  
Mod-23  
(TBD)

310016 Incremental  
Funding  
ACRN: BB  
Mod-19  
Mod-23  
(TBD)

3200 ODCs for CLIN 1.0 Lot  
1200 (OPTION  
#2) (TBD) (TBD)

320001 Incremental  
Funding  
ACRN: BG  
Mod-20 (TBD)

320002 Incremental  
Funding  
ACRN: BH  
Mod-20 (TBD)

320003 Incremental  
Funding  
ACRN: BJ  
Mod-20  
(TBD)

320004 Incremental  
Funding  
ACRN: BK  
Mod-22  
(TBD)

320005 Incremental  
Funding  
ACRN: BL  
Mod-22  
(TBD)

320006 Incremental  
Funding  
ACRN: BC  
Mod-23  
(TBD)

320007 Incremental  
Funding  
ACRN: BE  
Mod-23  
(TBD)

320008 Incremental

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Funding  
ACRN: BJ  
Mod-24  
(TBD)

320009 Incremental  
Funding  
ACRN: BC  
Mod-25  
(TBD)

320010 Incremental  
Funding  
ACRN: BM  
Mod-26  
Mod-27  
(TBD)

320011 Incremental  
Funding  
ACRN: BP  
Mod-28  
(TBD)

320012 Incremental  
Funding  
ACRN: BQ  
Mod-29  
(TBD)

320013 Incremental  
Funding  
ACRN: BD  
Mod-30  
(TBD)

320014 Incremental  
Funding  
ACRN: BT  
MOD-31  
(TBD)

320015 Incremental  
Funding  
ACRN: BQ  
MOD-31  
(TBD)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
-----				
4000	Professional cost estimating and analysis support services OPTION #3 from 05 April 2009 through 04 April 2010 in accordance with Section C, Description/Speci fications/Stateme			

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nt of Work (TBD)  
(TBD)  
Option

4100 Professional cost  
estimating and  
analysis support  
services OPTION  
#4 from 05 April  
2010 through 28  
February 2011 in  
accordance with  
Section C,  
Description/Speci  
fications/Stateme  
nt of Work (TBD)  
(TBD)  
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	ODCs for CLIN 4000 (OPTION #3) (TBD) (TBD) Option		1.0 Lot	
6100	ODCs for CLIN 4100 (OPTION #4) (TBD) (TBD) Option		1.0 Lot	

#### TYPE OF ORDER

This is a Cost Plus Fixed Fee(Term)Order.

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

Items in the 3x00 and 6x00 series are cost type (no fee).

#### 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, or fixed fee of the task order.

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

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

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

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT". If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the contractor under this order, the contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all the

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payments to the contractor under this order, the contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the contractor any amount in excess of the funds obligated under this order at the time of the discontinuance of work.

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

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

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

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

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

STATEMENT OF WORK (SOW) FOR COST ANALYSIS SUPPORT TO NSWCDD FORCE WARFARE SYSTEMS  
(T) DEPARTMENT

REDACTED  
PAGES 15-21 OF THE ORDER

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## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with Section D of the Indefinite Delivery/Indefinite Quantity Contract.

### **DATA PACKAGING LANGUAGE**

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22-M dated January 1995.

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

All reports delivered by the contractor to the Government under this task order shall prominently show on the cover of the report:

- (1) Name and business address of the contractor
- (2) Contract Number
- (3) Task Order Number
- (4) Sponsor (Name of Sponsor and Name and address of Requiring Activity)

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be performed by NSWCCD, Dahlgren, Virginia by the TOM designated herein.

### **INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached DD Form 1423, Contract Data Requirements List, Attachment J.1.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are as follows:

1000	3/3/2006 - 4/4/2007
1100	4/5/2007 - 4/4/2008
1200	4/5/2008 - 4/4/2009
3000	3/3/2006 - 4/4/2007
3100	4/5/2007 - 4/5/2008
3200	4/5/2008 - 4/4/2009

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

OPTION 3	
4000	04/05/2009 - 04/04/2010
6000	04/05/2009 - 04/04/2010
OPTION 4	
4100	04/5/2010 - 02/28/2011
6100	04/5/2010 - 02/28/2011

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## SECTION G CONTRACT ADMINISTRATION DATA

### Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

### POINTS OF CONTACT FOR THIS ORDER

Task Order Manager  
Amanda J Cardiel, W11  
NSWCDD  
19008 Wayside Drive, Suite 343  
Dahlgren, VA 22448-5162  
amanda.cardiel@navy.mil  
540-653-5235

Contracting Officer:  
Betty B. Kniceley, CXS12-3  
Naval Surface Warfare Center, Dahlgren Division  
17632 Dahlgren Road, Suite 157  
Dahlgren, VA 22448-5100  
Betty.Kniceley@navy.mil  
Phone: (540) 653-8889; Fax: (540) 653-4089

Contract Specialist:  
Candice A. Thomas, CXS12-9  
Naval Surface Warfare Center, Dahlgren Division  
17632 Dahlgren Road, Suite 157  
Dahlgren, VA 22448-5100  
Candice.Thomas@navy.mil  
Phone: (540) 653-4406; Fax: (540) 653-4089

### POST-AWARD CONFERENCE

(a) A Post-Award Conference will be conducted within ten days after placement of the order. The conference will be held either at the contractor's or Government's facility.

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

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

	CLIN	Est Cost	Fixed Fee	Total	Est POP	Funded Thru
Base *	1000				3/3/06-4/4/07	15-Mar-07
Base ODC	3000				3/3/06-4/4/07	
Option 1	1100				4/5/07-4/4/08	4-Apr-08
Option 1 ODC	3100				4/5/07-4/4/08	
Option 2	1200				4/5/08-4/4/09	3-Apr-09
Option 2 ODC	3200				4/5/08-4/4/09	

\* Fee Finalized [Mod 27]

### FUNDING PROFILE

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

	CLIN	ECPFF	Funds This Action	Previous Funding	Total Funded Amount	Balance Unfunded	Hours Funded
	Base Period						
Base	1000						
Base ODC	3000						
	Total Base						
	Option 1						
Option 1	1100						

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Option 1 ODC	3100						
	Total Option 1						
	Option 2						
Option 2	1200						
Option 2 ODC	3200						
	Total Option 2						

SEA 5252.216-9122 - LEVEL OF EFFORT (DEC 2000)

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

PERIOD	TOTAL MAN HOURS	COMPENSATED	UNCOMPENSATED
Base	*	*	
Option 1			
Option 2			
Option 3			
Option 4			
Total			

\* Actually Performed [Mod 27]

(b) Listed above are both the compensated and uncompensated man-hours associated with this order.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no uncompensated effort is indicated above, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

--(i) reduce the base (fixed) fee so the fee is proportionate to the LOE provided; or

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

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

Within 45 days after completion of the work under the contract, the contractor shall submit, in addition, in the case of a cost under run:

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an under run in hours specified as the total level of effort; and
  - (6) A calculation of the appropriate fee reduced in accordance with this clause. All submissions shall include subcontractor information.
- (j) Deleted per Amendment 0001 of the basic contract
- (k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

#### Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

- (a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.
- (b) The amount of each fee installment shall be billed at X% (which is representative of X% fee on all other costs excluding ODC's and the G&A applied to ODCs). This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.
- (c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

#### INVOICE INSTRUCTIONS

- (a) In accordance with the Section I clause DFARS 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS, the Naval Surface Warfare Center, Dahlgren Division (NSWCDD) will utilize the Department of Defense (DoD) Wide Area Workflow (WAWF) Receipt and Acceptance system to accept supplies /services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for DoD contractors and authorized 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 DD250s and Invoices will 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 submission of invoices use the online training system for WAWF at <http://wawftraining.com>. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>.
- (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 must 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 person responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.
- (d) The following information is provided for completion of the invoice in WAWF:

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PAY DODAAC: HQ0339  
WAWF Invoice Type Interim Cost Voucher  
Issue By DODAAC N00178  
Admin DODAAC: S0512A  
LPO DODAAC: Leave Blank  
DCAA Auditor HAA05C

Attachments created in any Microsoft Office product may be attached to the WAWF invoice (e.g., backup documentation such as delivery receipts, etc.). Maximum limit for size of each attachment file is 2 MB. Maximum file size per invoice is 5 MB.

(e) After clicking the submit button a Notice of Successful / Unsuccessful Submission will appear. This screen contains a "Send More E-mail Notifications" button. Click on this button and add the e-mail addresses listed below and others if desired. This additional notification is important to ensure the Government receiver/acceptor is aware that the invoice documents have been submitted into the WAWF system.

Amanda.Cardiel@navy.mil Contract TOM  
Candice.Thomas@navy.mil Contract Specialist

(f) For functional support please call the NSWCDD WAWF Representative Jay Hartwell at 540-653-4104 or Sherry Moore at 540-653-7499.

(g) The contractor shall submit invoices for payment per contract terms.

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met for an offeror to be considered eligible for the order and must be maintained through the life of the order:

1. The contractor's facility supporting this requirement must be located within 120 minutes commuting time of the Naval Surface Warfare Center, Dahlgren Division and be capable of processing and securely storing up to "SECRET" level information in their facility.
2. Organizational Conflict of Interest. The offerer shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest.
3. One of the Key Personnel, Program Manager, must possess and maintain a "SECRET" level clearance granted by the Defense Security Service (DSS).

#### Key Personnel Desired Requirements

A SECRET level clearance for other personnel proposed, other than the Program Manager, is desired.

### PERFORMANCE-BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

- (a) This is a performance-based contract as defined in FAR 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included as Attachment J.3.
- (b) The QASP defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following Internet site:

<http://cpars.navy.mil>

### KEY PERSONNEL – DESIRED QUALIFICATIONS

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

- a. Experience – The desired experience for each Key Labor category is contained on Attachment J.4 and Attachment J.5 lists the desired experience for the Non-Key categories.
- b. Professional Development – Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offeror's ability to perform the contract. The years of experience listed in Attachment J.4 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

c. Accumulation of Qualifying Experience – Categories of experience may be accumulated concurrently.

### Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

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

- (a) COMPLETE NAME

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(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of total man-years. 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) DIRECTLY RELATED WORK EXPERIENCE -- Show experience and dates as follows:

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

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

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

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

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

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's 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. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and

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experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00024-06-R-3118 (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 will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

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

#### Ddl-H11- CHANGES IN KEY PERSONNEL

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

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

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

(2) A complete resume of the proposed substitute;

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

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

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

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

#### NON-KEY PERSONNEL – MINIMUM QUALIFICATIONS

Attached to the order (Attachment J.5) are the minimum qualifications for Non-Key Personnel. The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided by labor category. Prior to charging Non-Key Personnel labor under the order, the contractor shall provide a written certification stating the individual's name, labor category, and certifying that the individual meets the minimum qualifications of the labor category as specified under the order. See the section entitled POST AWARD CONTRACTOR PERSONNEL APPROVAL.

#### POST AWARD CONTRACT PERSONNEL APPROVAL

Upon order award, the desired qualifications for the Key Personnel will become minimum qualifications for any

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growth in Key Personnel categories beyond those individuals originally proposed. Requests for post award approval of additional and/or replacement personnel and non-key personnel qualifications certifications may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notifications via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

#### SEA 5252.242-9115 - TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

#### SAVING INITIATIVES

The following cost savings initiatives are required under this order.

Tecolote reduced their escalation from their awarded basic Seaport-e contract (4.2% versus 4.9%).

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE:

52.216-8 Fixed Fee MAR 1997

### CLAUSES INCORPORATED BY FULL TEXT:

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

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

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

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## SECTION J LIST OF ATTACHMENTS

Attachment J.1 Contract Data Requirements List

Attachment J.2 Contract Security Classification Specification, DD 254 (revised Mod-0002-02)

Attachment J.3 Quality Assurance Surveillance Plan

Attachment J.5 Non-Key Personnel Requirements

Attachment J.4, Desired Qualifications for Key Personnel

Attachment J.6, Task Order Manager (TOM) Appointment Letter

Attachment J.7, Technical Instruction #1 (deleted Mod-0002-04)

Attachment J.8, Allotment of Funds (deleted by Mod-0002-04)

Attachment J.9, Funding Profile (deleted by Mod-0002-04)

Attachment J.10, A-TOM Appointment Letter (deleted by Mod-0002-28)

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EDA:

DFAS-CO-West Entitlement  
DCMA Los Angeles, CA  
DCAA Santa Barbara Suboffice  
XDM24I

E-Mail:

CXS12-9/Candi Thomas  
W11/Amanda Cardiel

Contractor:

Kevin Jackameit, [KJackameit@Tecolote.com](mailto:KJackameit@Tecolote.com)  
David Bathe, [dbathe@Tecolote.com](mailto:dbathe@Tecolote.com)  
Lauren Casapulla, [LCasapulla@Tecolote.com](mailto:LCasapulla@Tecolote.com)  
Beth Spin, [BSpin@Tecolote.com](mailto:BSpin@Tecolote.com)