

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 06-Mar-2009	4. REQUISITION/PURCHASE REQ. NO. N00178-09-MR-57610		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 linda.r.coleman@navy.mil 540-653-2965	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI-NSR 14151 Park Meadow Drive Chantilly VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4465-0002
	10B. DATED (SEE ITEM 13) 15-Sep-2005
CAGE CODE 46Q49	FACILITY CODE 101912772

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds

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) Karen D Lenox, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Karen D Lenox (Signature of Contracting Officer)	16C. DATE SIGNED 06-Mar-2009
(Signature of person authorized to sign)			

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

Blk 14 Description of Amendment/Modification

The purpose of this action is to provide an increment of funding for Option 3. Labor SLIN 100308 in the amount of [REDACTED] and ODC SLIN 300305 in the amount of [REDACTED] are added by this action.

All other terms and conditions are unchanged and remain in full force and effect.

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

AID No. 114929; FSC Code: B541

Distribution:

Contractor and EDA distribution via SeaPort-e

Hard copy: File

E-mail: Q20/Frank Dixon; Z303/Wilia Jackson; CXS06/Coleman; cblake@caci.com

Sponsor: PBExection@whs.mil; gail.miller.ctr@osd.mil

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 1 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1000	The contractor shall provide technical support to accomplish the Statement of Work (Base Period). Estimated Cost: [REDACTED] Fixed [REDACTED]; Total CPFF: [REDACTED] Qty: [REDACTED] hours.			[REDACTED]
1000AA	The Contractor shall provide technical support to accomplish the Statement of Work. (TBD)	[REDACTED]	[REDACTED]	[REDACTED]
1000AB	Base Period O&MDA incremental funding provided at award. (OTHER)	[REDACTED]	[REDACTED]	[REDACTED]
1000AC	Base Period incremental funding at award. (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]
1000AD	Base Period incremental funding (Mod -02) (RDT&E)	[REDACTED]	[REDACTED]	[REDACTED]
1000AE	Base Period incremental funding (Mod -05) (O&M) (OTHER)	[REDACTED]	[REDACTED]	[REDACTED]
1001	The contractor shall provide technical support to accomplish the Statement of Work (Option 1) (TBD)	[REDACTED]	[REDACTED]	[REDACTED]
100101	Incremental R&D funding for Option 1 (TBD)			
100102	Incremental O&M funding for Option 1 (TBD)			

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 2 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

100103 Incremental O&M
funding for
Optioin 1 (TBD)

1002 The contractor
shall provide
technical support
to accomplish the
Statement of Work
(Option 2) (TBD)

100201 T.I.2&3 R&D
funding (TBD)

100202 T.I.2&3 R&D
funding (TBD)

100203 T.I.2&3 R&D
funding (TBD)

100204 T.I.2&3 R&D
funding (TBD)

100205 T.I.4 R&D funding
(TBD)

1003 The contractor
shall provide
technical support
to accomplish the
Statement of Work
(Option 3) (TBD)

100301 IED-FNC Support
(TBD)

100302 ASD(HD) Project
(TBD)

100303 IED-FNC Project
(TBD)

100304 IED-FNC Project
(TBD)

100305 IED-FNC Project
(TBD)

100306 IED-FNC Project
(TBD)

100307 ASD(HD) Project
(TBD)

100308 ASD (HD) Project
(RDT&E)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3000	Other Direct	

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 3 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

Costs associated
with CLIN 1000
(Base Period).
Estimated Cost:

██████████

3000AA	The Contractor shall provide technical support to accomplish the Statement of Work. (TBD)	██████████	██████████
3000AB	Base Period incremental funding at award. (RDT&E)	██████████	██████████
3000AC	Base Period incremental funding (Mod -02) (RDT&E)	██████████	██████████
3001	Other Direct Costs associated with CLIN 1001 (Option 1) (TBD)	██████████	██████████
300101	Option 1 incremental R&D funding (TBD)		
300102	Option 1 incremental O&M funding (TBD)		
3002	Other Direct Costs associated with CLIN 1002 (Option 2) (TBD)	██████████	██████████
300201	ODC funding for Option 2 (TBD)		
300202	ODC funding for Option 2 (TBD)		
300203	ODC funding for Option 2 (TBD)		
300204	T.I.4 ODC funding (TBD)		
3003	Other Direct Costs associated with CLIN 1003 (Option 3) (TBD)	██████████	██████████
300301	IED-FNC ODC FUNDS (TBD)		
300302	ASD(HD) ODC FUNDS (TBD)		
300303	IED-FNC PROJECT		

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 4 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

(TBD)

300304 ASD (HD) PROJECT
(TBD)

300305 ASD (HD) PROJECT
(RDT&E)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4004	The contractor shall provide technical support to accomplish the Statement of Work (Option 4) (TBD) Option			
4005	The contractor shall provide technical support to accomplish the Statement of Work (Option 5) (TBD) Option			

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6004	Other Direct Costs associated with CLIN 4004 (Option 4) (TBD) Option	
6005	Other Direct Costs associated with CLIN 4005 (Option 5) (TBD) Option	

Note: 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.

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.

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 5 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

(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.

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 6 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

DCIP PLANNING AND POLICY SUPPORT

C.1 BACKGROUND

The Defense Critical Infrastructure Program (DCIP) originated from the DoD Critical Asset Assurance Program (CAAP) and Presidential Decision Directive 63. Originally under OASD(C3I), DCIP is now within the Office of the Assistant Secretary of Defense for Homeland Defense (OASD(HD)). DCIP is a DoD-wide program with responsibility involving OSD, the Joint Staff, the Combatant Commands, the Military Services and Departments, and identified Defense Industrial Sectors and Agencies. These participating members of DCIP are referred to as the “DCIP Community” or “stakeholders”.

DCIP works within DoD to integrate the efforts of the DCIP Community to identify what assets are critical, what vulnerabilities exist with these assets, and how can we reduce the risk to these assets. DCIP involves the identification, assessment, protection, real-time monitoring, and operational assurance of cyber (information) and physical mission critical infrastructure assets essential to the execution of the National Military Strategy. The goal of the DCIP is to significantly improve DoD’s operational capability and readiness by fully integrating all DoD DCIP efforts. DCIP also coordinates their efforts at the National level with the Department of Homeland Security (DHS) and the National Infrastructure Protection Plan. It is important to ensure DCIP integration throughout DoD and coordination across the Government to maximize leveraging of data, tools, and capabilities to provide the most efficient, effective, and consistent program.

The DCIP Director within OASD(HD) has assigned the Defense Program Office for Mission Assurance (DPO-MA) to assist in execution of the programmatic responsibilities related to DCIP. The DPO-MA is located within the Mission Assurance Division, NSWCDD Code J60.

C.2 SCOPE

This tasking includes providing research, planning and analytical support to various aspects of DCIP and related activities for both DPO-MA and the OASD(HD). It also includes similar support to other NSWCDD organizations involved in infrastructure protection. Specific requirements in each of these areas are detailed in the following paragraphs.

C.3 SPECIFIC TASKS

C.3.1 Research and Strategy Analysis

C.3.1.1 The contractor shall maintain an in-depth awareness of major emerging infrastructure assurance policy and organizational issues at the national and DoD levels and perform analysis and assessment on topics of importance to the DCIP community. Information sources include, but are not limited to: DOD Directives, Strategic Planning Guidance, National Military Strategy Plans and program mission, vision, goals and objectives. Topics that may be addressed in this area include, but are not limited to: DoD strategy, policy guidance, and planning; CIP education and training; DoD responsibilities within Homeland Security Presidential Directive –7; and integration with national and other DoD programs.

C.3.1.2 The contractor shall prepare identified portions of draft recommended strategy documents supporting or relevant to DCIP. These documents may include documents in response to the DoD Strategic Planning Guidance, responses to the Department of Homeland Security and other non-DoD organizations, and other related documents. The contractor shall also research, analyze, and develop point papers that provide recommendations or conclusions on relevant topics.

C.3.2 Program Guidance and Implementation Analysis

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 7 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

C.3.2.1 The contractor shall provide analytical support in the area of DCIP program development. Support shall include stakeholder requirements analysis and validation against Government approved plans and priorities as well as preparation of input for briefings and participation in meetings related to DCIP program development and implementation.

C.3.2.2 The contractor shall, on a continuous basis, review the existing DCIP Work Breakdown Structure and make recommendations for revision based on program evolution. The contractor shall also make recommendations regarding metrics to be used to track/evaluate program execution as well as review progress against Government-approved metrics and document results of this review in technical reports/memoranda/briefings.

C.3.2.3 The contractor shall assist in the development of identified sections of draft DCIP documentation related to program development and implementation. These documents may include memoranda and letters, internal and external to DoD; working group charters; meeting minutes; Directives; Instructions; and other related documentation. The contractor shall also review documents and provide comments on proposed changes and recommendations.

C.3.3 DCIP Continuity of Operations Planning

C.3.3.1 The contractor shall assist in maintaining the DCIP Continuity of Operations (COOP) Plan. This includes providing recommendations on the implementation of COOP planning for DCIP, performing analysis on various options to evaluate technical merit and associated resources, and recommending modifications to the existing DCIP COOP Plan document to update it based on changes to the implementation of DCIP COOP or changes in DoD COOP activities for consideration.

C.3.3.2 The contractor shall assist in evaluating progress toward implementing disaster recovery capabilities (as a part of DCIP COOP) and overall COOP capabilities to ensure effectiveness of the capabilities and document evaluation results in technical reports.

C.3.4 Enterprise Architecture Planning and Analysis

The contractor shall provide support to the development of the DCIP enterprise architecture (EA). This support shall include identification of new requirements and business processes and providing recommendations for the integration of these processes into the overarching DCIP. The contractor shall coordinate across the DCIP community, DOD and other applicable organizations to ensure these efforts are aligned with existing or developing standards or EA practices within DoD, any other relevant organizations external to DoD, and with best industry practices. The contractor shall also provide recommendations for leveraging existing capabilities or activities to further DCIP EA objectives.

C.3.5 International DCIP Planning and Analysis

C.3.5.1 The contractor shall support international activities of DCIP. These activities include the development of recommendations for DCIP activities with other countries. This planning should consider things such as should program coordination occur (possibly a country-by-country assessment), what level of program coordination should be provided, what specific parts of DCIP should be coordinated, what timeframe should this work occur in, what countries should be coordinated with, to include prioritization of countries, and what expected outcomes could be accomplished. The considered intent should be for awareness and possible leveraging of data and capabilities.

C.3.5.2 The contractor shall develop an analysis of the value-added of this effort. These efforts shall be coordinated and take into consideration the activities of other organizations within DoD and outside of DoD (e.g. Department of State, etc.).

C.3.5.3 The contractor shall also assist in the coordination of activities with specific countries. Support includes recommending and drafting material to be discussed, including identification of issues and strategic recommendations. Support for this effort also involves both planning of these activities as well as attendance at meetings.

C.3.6 Other

The contractor shall provide analytical and planning support to other areas related to DCIP and infrastructure

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 8 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

protection to include, but not limited to, research and development initiatives as well as education and training. This support includes analysis of documents and development of recommendations/preparation of technical reports regarding program status.

C.4.0 TASK ORDER MANAGEMENT

C.4.1 MONTHLY PROGRESS REPORT – The contractor shall submit a Monthly Progress Report by the 21st of the month following the month being reported on. The cutoff date of the report shall be the same as that used for invoicing purposes by the prime contractor. Any and all subcontractor/consultant data shall be current through the “as of” date of the report. The report shall be unclassified. E-mail submission is encouraged. The specific format shall be approved by the Task Order Manager (TOM) and the Contract Specialist. The following information shall be provided as a minimum:

a. Technical –

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

b. Expenditure data

1. Provide current and cumulative expenditures of both hours and dollars.

Separately show expenditures by CLIN. Show the amount funded and compute a funding balance.

2. Provide line graphs showing expenditures of both hours and dollars. These graphs shall show planned expenditures as well as funded level.
3. Provide the names of all personnel charging to the CLIN. Organize these data by contract labor category and show both current and cumulative hours charged for each person. Separately show uncompensated hours/total time accounting hours worked (if applicable).
4. Total expenditures shall be compared to those invoiced for the same period and differences explained.
5. The above detail information shall be provided for current contract period CLINs only. Information required by para 1 above shall also be provided for each previous CLIN so as to provide a summary for the Task Order.

c. Distribution requirements: The report shall be provided to the TOM, the DPO-MA Resource Manager, and the Contract Specialist. Other distribution may be mutually agreed to.

C.4.2 Annual Plan of Action and Milestones (POA&M) and Staffing Plan. The contractor shall develop a POA&M for each work area within the Statement of Work and/or as identified by Technical Instruction. Statement of Work area is defined as the level of task identified in the SOW/Technical Instruction. The POA&M is due within twenty-one (21) calendar days after Task Order award, Exercise of Option, Technical Instruction Issuance, and/or Modification to the Technical Instruction or the Task Order which affect the Level of Effort or dollar ceilings. While contractor format is acceptable, with the TOM's and Contract Specialist approval, the following information, as a minimum, shall appear in each POA&M.

- a. Date POA&M prepared (and revision number if applicable)

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 9 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

b. Work Area

c. POA&M applicable period of performance

d. Work summary to include a listing of planned deliverables

e. Estimated Man-Years required for the period to include subcontractors

f. Names of personnel to be assigned and estimated Level of Effort stated in terms of man-years

C.4.3 In Progress Reviews (IPR)– The contractor shall participate in both formal and informal IPRs of work being performed. Formal reviews will be scheduled by the Government and will be conducted in Government spaces. At the time the review is scheduled, the Government will communicate the specific purpose of the review and advise the contractor as to the desired content of the presentation. The contractor shall provide copies of slides presented to all attendees.

C.5 DELIVERABLE REQUIREMENTS

C.5.1 Specific formal deliverable requirements are identified below. Copies of all deliverables, both formal and informal, shall be provided to the following distribution: Task Order Manager and the DPO-MA Resource Manager. Other distribution may be mutually agreed to.

CDRL No. A001

Title: CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT

Subtitle: Monthly Progress Report

DID No: DI-MGMT-80227

Frequency: Monthly

Date of First Submission:

Due 21 days after the end of the month being reported on.

Date of Subsequent Submission

Monthly thereafter

Remarks: Content to be as specified in the Statement of Work.

CDRL No. A002

Title: PRESENTATION MATERIAL

Subtitle: In Progress Review Materials, Briefings

DID No: DI-ADMN-81373

Frequency: As Required

Remarks: Delivery schedule to be established at time of Government request.

CDRL No. A003

Title: REVISIONS TO EXISTING GOVERNMENT DOCUMENTS

DID No: DI-ADMN-80925

Frequency: As Required

Remarks: Revised ddocument to carry the same title as previous; Delivery schedule to be established at time of Government request.

CDRL No. A004

Title: TECHNICAL REPORT - STUDY/SERVICES CONTRACT

Subtitle: White Papers, Point Papers, Memoranda, Draft Directives, Draft Instructions

DID No: DI-MISC-80508

Frequency: As Required

Remarks: Delivery schedule to be established at time of Government request.

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 10 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

CDRL No. A005
Title: TECHNICAL REPORT - STUDY/SERVICES CONTRACT
Subtitle: Plan of Action and Milestones
DID No: DI-MISC-80508
Frequency: As Required
Remarks: Delivery schedule to be in accordance with the Statement of Work.

C.6 OTHER

C.6.1 Government Provided Information – The Government will provide the contractor with access to all necessary documentation at no cost.

C.6.2 Location of Work - Work performed under this contract will be conducted at both the Contractor's facility, NSWCDD in Dahlgren, VA, and at the offices of OASD(HD), either in the Pentagon or in a Northern Virginia location. This effort is expected to include contractor personnel providing on-site support at both the DPO-MA offices and the OASD(HD) offices. Onsite support is expected to include, at time of award, 3 personnel full-time at the DPO-MA offices and 2 personnel full-time at the OASD(HD) offices. Additional on-site support may be required throughout performance, however, for pricing purposes, no additional on-site support shall be proposed.

C.6.3 Travel Requirements

Travel requirements will include visits to the Combatant Command (COCOM) Headquarters, Military Service and Defense Agency locations, and visits in support of conferences and technical support contractors. International travel may also be required in support of coordination of DCIP activities with other countries and overseas COCOM visits. Significant local travel (in and around the National Capital Region) is expected. All overnight travel shall be approved in advance by the TOM. E-mail requests/notifications are acceptable. Trip Reports shall be submitted for all travel involving overnight stays.

C.6.4 Termination Of Employees With NSWCDD Base Access

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

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

C.6.5 Contractor Notification To J Department Security

The contractor shall provide at least a 48-hour (2 working days) notice if any individual assigned to work in J Department spaces on either a full or part time basis is going to be removed from the contract for any reason. This notification shall be provided to the Contracting Officer and the Government TOM, with a copy to JOS/Security. Electronic notifications are acceptable. This notification is necessary in order to provide sufficient lead-time to allow for any administrative processing involving the individual, i.e. inventories, etc.

C.6.6 Information Security and Computer System Usage

In accordance with U.S. Navy Policy, any personnel, including the contractor, who utilizes DoD owned systems shall assume responsibility for adherence to restrictions regarding internet and email usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DoD computer systems are monitored

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 11 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DoD system may be monitored. Use of a DoD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used for administrative, criminal or adverse action.

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 12 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Delivery shall be in accordance with the provisions of the basic contract.

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Technical reports and other deliverable items shall be marked to include the contract and task order number.

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 13 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at NSWCDD, Dahlgren, VA by the Task Order Manager (TOM).

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

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

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

QUALITY ASSURANCE SURVEILLANCE PLAN

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

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

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

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

3.2 Schedule - Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions.

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

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

3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 14 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

QASP EVALUATION RATING LEVELS

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

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

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

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

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

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 15 of 32	FINAL
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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items is as follows:

1000 09/15/2005 - 04/04/2006

3000 09/15/2005 - 04/04/2006

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

OPTION 1

1001 04/05/2006 - 04/04/2007

3001 04/05/2006 - 04/04/2007

OPTION 2

1002 04/05/2007 - 04/04/2008

3002 04/05/2007 - 04/04/2008

OPTION 3

1003 04/05/2008 - 04/04/2009

3003 04/05/2008 - 04/04/2009

OPTION 4

4004 04/05/2009 - 04/04/2010

6004 04/05/2009 - 04/04/2010

OPTION 5

4005 04/05/2010 - 04/04/2011

6005 04/05/2010 - 04/04/2011

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 16 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

DdI-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.

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

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to the percentages 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 contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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

POINTS OF CONTACT FOR THIS ORDER

CONTRACTING OFFICER (PCO)

Name: Karen D. Lenox
Address: Code XDS13-16
Naval Surface Warfare Center Dahlgren
17632 Dahlgren Road, Dahlgren, VA 22448-5110
Phone: (540) 653-7765
E-mail: karen.lenox@navy.mil

CONTRACT SPECIALIST

Name: Linda R. Coleman
Address: Code CXS06
Naval Surface Warfare Center Dahlgren
17632 Dahlgren Road, Dahlgren, VA 22448-5110
Phone: (540) 653-8391
E-mail: linda.r.coleman@navy.mil

TASK ORDER MANAGER (TOM)

Name: Frank Dixon
Address: Code Q20
Naval Surface Warfare Center Dahlgren
18444 Frontage Road Suite 328, Dahlgren, VA 22448-5161
Phone: (540) 653-4867

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 17 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

E-mail: frank.dixon@navy.mil

ALTERNATE TASK ORDER MANAGER {A-TOM}

Name: (VACANT)
Address:
Phone:
E-mail:

POST-AWARD CONFERENCE

(a) A Post-Award Conference will be conducted within ten working days after placement of the order. The conference will be held at the Defense Program Office for Mission Assurance, NSWCDD.

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.

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
<u>BASE PERIOD</u>			
CLIN 1000	[REDACTED]	[REDACTED]	Award to 04 Apr 06
CLIN 3000	[REDACTED]	[REDACTED]	Award to 04 Apr 06
<u>OPTION 1</u>			
CLIN 1001	[REDACTED]	[REDACTED]	05 Apr 06 to 04 Apr 07
CLIN 3001	[REDACTED]	[REDACTED]	05 Apr 06 to 04 Apr 07
<u>OPTION 2</u>			
CLIN 1002	[REDACTED]	[REDACTED]	05 Apr 07 to 04 Apr 08
CLIN 3002	[REDACTED]	[REDACTED]	05 Apr 07 to 04 Apr 08
<u>OPTION 3</u>			
CLIN 1003	[REDACTED]	[REDACTED]	05 Apr 08 to 04 Apr 09
CLIN 3003	[REDACTED]	[REDACTED]	05 Apr 08 to 04 Apr 09

Updated thru mod -18

FUNDING PROFILE

In accordance with the basic contract, the funding profile is provided below. This increment of funds is estimated to cover [REDACTED] for the Base Period, [REDACTED] under Option [REDACTED] hours under Option 2; and [REDACTED] labor hours under Option 3.

CLIN	CEILING	PREVIOUS FUNDING	FUNDS THIS ACTION	REVISED FUNDING	BALANCE UNFUNDED
<u>Task Order Base Period</u>					
1000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3000	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<u>Task Order Option 1</u>					
1001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 18 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

Task Order Option 2

1002	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3002	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Task Order Option 3

1003	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Updated thru Mod -18

ISSUED TECHNICAL INSTRUCTIONS:

Technical Instructions issued under the authority of the Section H clause entitled TECHNICAL INSTRUCTIONS, include the following:

TI NO.	APPLICABLE FUNDING ACRNS
01	AC
02	AA, AB, AD, AE, AF, AG, AH, AJ, AK, AN, AS, AT
03	AA, AB, AD, AE, AF, AG, AH, AJ, AK, AN, AS, AT
04	AL, AM, \AP, AQ, AR

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 order. The total level of effort for the performance of this contract shall be 252,608 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 offer as part of their proposal.

	TOTAL MANHOURS	Compensated	Uncompensated
Base Period	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Option Two	[REDACTED]	[REDACTED]	[REDACTED]
Option Three	[REDACTED]	[REDACTED]	[REDACTED]
Option Four	[REDACTED]	[REDACTED]	[REDACTED]
Option Five	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] Listed above are both 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. It may also be referred to as "Total Time Accounting". All other effort is defined as compensated effort. If no effort is indicated in the first paragraph, uncompensated/TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this 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, 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 705 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective,

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 19 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee 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 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 120 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 120 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 the finalized fee clause. All submissions shall include subcontractor information.

(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.

FINALIZED FIXED FEE

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

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

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

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 20 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)(fill-in's only)

(b)(1) In accordance with dFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to the paying office. This authorization does not extend to the first and final invoices, which shall be submitted to the contractor auditor at the following address:

Defense Contract Audit Agency
Mid-Atlantic Region, Rosslyn Branch Office
6800 Versar Center, Suite 329
Springfield, VA 22151-4147

A copy of every invoice shall also be provided to the individuals listed below, at the address shown in the Section G clause entitled "POINTS OF CONTACT FOR THIS ORDER".

Task Order Manager (TOM)
Contract Specialist

CONSENT TO SUBCONTRACT:

Subcontracts with the following firms are accepted as part of the proposal:

1. The Tauri Group, LLC, 675 N. Washington St., Suite 202, Alexandria, VA 22314.

Use of the following consultants are approved: Thomas E. Bozek, William Ennis

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Accounting Data
SLINID  PR Number          Amount
-----  -
1000AB  J07000/52415650    ██████████
LLA :
AA  97  50100.1120  00000  3366  2522  S49447  DSAM50657
Base Period O&MDA incremental funding at award. Document DSAM50657 applies.

1000AC  J07000/52415648    ██████████
LLA :
AB  50400.1120  P5125  0407  2522  S49447  DWAM50494
Base Period R&D incremental funding at award. Document DWAM50494 applies.

300001  J07000/52415648    ██████████
LLA :
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CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-05-D-4465	0002	21 of 32	

AB 97 50400.1120 P5125 0407 2522 S49447 DWAM50494
 Base Period R&D incremental funding at award. Document DWAM50494 applies.

MOD 2

1000AD B20000/52781824 [REDACTED]
 LLA :
 AC 97X4930 NH1E 000 77777 0 000178 2F 000000 21B2705JPCNT
 Base Period R&D incremental funding (mod -02). TI No. 01 applies.

300002 B20000/52781824 [REDACTED]
 LLA :
 AC 97X4930 NH1E 000 77777 0 000178 2F 000000 21B2705JPCNT
 Base Period R&D incremental funding (Mod -02). TI No. 01 applies.

MOD 4

1000AD B20000/52781824 [REDACTED]
 LLA :
 AC 97X4930 NH1E 000 77777 0 000178 2F 000000 21B2705JPCNT
 Base Period R&D incremental funding (mod -02). TI No. 01 applies.

300002 B20000/52781824 [REDACTED]
 LLA :
 AC 97X4930 NH1E 000 77777 0 000178 2F 000000 21B2705JPCNT
 Base Period R&D incremental funding (Mod -02). TI No. 01 applies.

MOD 5

1000AE J60000/60831386 [REDACTED]
 LLA :
 AD 97 60100.1120 00000 3366 2564 S49447 DSAM60270
 Standard Number: DSAM60270 ACRN AA
 Base Period incremental funding for TIs 2 and 3. (O&M)

100101 J60000/60735896 [REDACTED]
 LLA :
 AE 97 60400.1120 P6125 0407 2566 S49447 DWAM60093
 Standard Number: DWAM60093
 Incremental R&D funding for Option 1

100102 J60000/60831388 [REDACTED]
 LLA :
 AF 97 60100.1120 00000 3366 2564 S49447 DSAM60270
 Standard Number: DSAM60270
 Increment of O&M funding for Option 1

300101 J60000/60735896 [REDACTED]
 LLA :
 AE 97 60400.1120 P6125 0407 2566 S49447 DWAM60093
 Standard Number: DWAM60093
 R&D funding increment for Option 1

300102 J60000/60831388 [REDACTED]
 LLA :
 AF 97 60100.1120 00000 3366 2564 S49447 DSAM60270
 Standard Number: DSAM60270
 O&M incremental funding for Option 1

MOD 6

100102 J60000/60831388 [REDACTED]
 LLA :
 AF 97 60100.1120 00000 3366 2564 S49447 DSAM60270
 Standard Number: DSAM60270
 Increment of O&M funding for Option 1

MOD 7

100103 J60000/62643671 [REDACTED]
 LLA :
 AG 97 60100.1120 00000 3301 2523 S49447 DSAM60782

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 22 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

Standard Number: DSAM60782

MOD 8

100201 Z30000/70578939 [REDACTED]
 LLA :
 AH 97 70400.1120 P7125 0407 2522 S49447 DWAM70170
 Standard Number: DWAM70170
 LABOR FUNDING (RDT&E) FOR OPTION 2

300201 Z30000/70578939 [REDACTED]
 LLA :
 AH 97 70400.1120 P7125 0407 2522 S49447 DWAM70170
 Standard Number: DWAM70170
 ODC RDT&E FUNDING FOR OPTION 2

MOD 10

100101 J60000/60735896 [REDACTED]
 LLA :
 AE 97 60400.1120 P6125 0407 2566 S49447 DWAM60093
 Standard Number: DWAM60093
 Incremental R&D funding for Option 1

100202 J60000/60735896 [REDACTED]
 LLA :
 AE 97 60400.1120 P6125 0407 2566 S49447 DWAM60093
 Standard Number: DWAM60093
 OPTION 2 LABOR FUNDING

100203 Z31000/72141884 [REDACTED]
 LLA :
 AJ 97 70400.1120 P7125 0407 2522 S49447 DWAM70170
 Standard Number: DWAM70170 ACRN AA
 OPTION 2 LABOR FUNDING

300101 J60000/60735896 [REDACTED]
 LLA :
 AE 97 60400.1120 P6125 0407 2566 S49447 DWAM60093
 Standard Number: DWAM60093
 R&D funding increment for Option 1

300202 J60000/60735896 [REDACTED]
 LLA :
 AE 97 60400.1120 P6125 0407 2566 S49447 DWAM60093
 Standard Number: DWAM60093 ACRN AA
 OPTION 2 ODC FUNDING

MOD 11

100204 Z31000/73132897 [REDACTED]
 LLA :
 AK 97 80400.1120 P8125 0407 2522 S49447 DWAM80007
 Standard Number: DWAM80007 ACRN AA
 OPTION 2 LABOR FUNDING

300203 Z31000/73132897 [REDACTED]
 LLA :
 AK 97 80400.1120 P8125 0407 2522 S49447 DWAM80007
 Standard Number: DWAM80007 ACRN AA
 OPTION 2 ODC FUNDS

MOD 12

100205 Q20000/80096123 [REDACTED]
 LLA :
 AL 97X4930.NH1E 000 77777 0 000178 2F 000000 21Q2708NEUT2
 OPTION 2 LABOR FUNDING FOR DETO IED-FNC

300204 Q20000/80096123 [REDACTED]
 LLA :
 AL 97X4930.NH1E 000 77777 0 000178 2F 000000 21Q2708NEUT2
 OPTION 2 ODC FUNDING FOR DETO IED-FNC

CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-05-D-4465	0002	23 of 32	

MOD 13

100301 80734146 [REDACTED]
 LLA :
 AM 1781319 W232 000 RA309 0 068342 2D 000000 00907000VM20
 Standard Number: N0001408WX20062 AA
 OPTION 3 LABOR FUNDING FOR IED-FNC PROJECT

100302 80734151 [REDACTED]
 LLA :
 AN 97 70400.1120 P7125 0407 2522 S49447 DWAM70720
 Standard Number: DWAM70720 AA
 OPTION 3 LABOR FUNDING FOR ASD(HD) PROJECT

300301 80734146 [REDACTED]
 LLA :
 AM 1781319 W232 000 RA309 0 068342 2D 000000 00907000VM20
 Standard Number: N0001408WX20062
 OPTION 3 ODC FUNDING FOR IED-FNC PROJECT

300302 80734151 [REDACTED]
 LLA :
 AN 97 70400.1120 P7125 0407 2522 S49447 DWAM70720
 Standard Number: DWAM70720 AA
 OPTION 3 ODC FUNDING FOR ASD(HD) PROJECT

MOD 14

100303 Q20000/82128581 [REDACTED]
 LLA :
 AP 1781319 W232 000 RA309 0 068342 2D 000000 00907000RF20
 Standard Number: N0001408WX20061 ACRN AA
 OPTION 3 LABOR FUNDING FOR IED-FNC PROJECT

100304 Q20000/82128601 [REDACTED]
 LLA :
 AM 1781319 W232 000 RA309 0 068342 2D 000000 00907000VM20
 Standard Number: N0001408WX20062 ACRN AA
 OPTION 2 LABOR FUNDING FOR IED-FNC PROJECT

100305 Q20000/82128621 [REDACTED]
 LLA :
 AQ 1781319 W3TP 000 RA309 0 068342 2D 000000 02223000VM30
 Standard Number: N0001408WX20688 ACRN AA
 OPTION 3 LABOR FUNDING FOR IED-FNC PROJECT

100306 Q20000/82128632 [REDACTED]
 LLA :
 AR 1781319 W3TP 000 RA309 0 068342 2D 000000 02223000RF30
 Standard Number: N0001408WX20689 ACRN AA
 OPTION 3 LABOR FUNDS FOR IED-FNC PROJECT

300303 Q20000/82128601 [REDACTED]
 LLA :
 AM 1781319 W232 000 RA309 0 068342 2D 000000 00907000VM20
 Standard Number: N0001408WX20689 ACRN AA
 OPTION 3 ODC FUNDS FOR IED-FNC PROJECT

MOD 16

100307 Q20000/82214690 [REDACTED]
 LLA :
 AS 97080400.1120 P8125 00000 0407 2522 S49447 DWAM80706
 Standard Number: DWAM80706 ACRN AA
 LABOR FUNDING FOR T.I. 2 AND 3; ASD(HD) PROJECT

300304 Q20000/82214690 [REDACTED]
 LLA :
 AS 97080400.1120 P8125 00000 0407 2522 S49447 DWAM80706
 Standard Number: DWAM80706 ACRN AA
 OPTION 3 ODC FUNDING FOR T.I. 2 & 3

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 24 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

MOD 17

100204 Z31000/73132897 [REDACTED]
 LLA :
 AK 97 80400.1120 P8125 0407 2522 S49447 DWAM80007
 Standard Number: DWAM80007 ACRN AA
 OPTION 2 LABOR FUNDING

300203 Z31000/73132897 [REDACTED]
 LLA :
 AK 97 80400.1120 P8125 0407 2522 S49447 DWAM80007
 Standard Number: DWAM80007 ACRN AA
 OPTION 2 ODC FUNDS

MOD 18

100308 90638824 [REDACTED]
 LLA :
 AT 97 08 0400.1120 P8125 00000 0407 2522 S49447 DWAM80946
 Standard Number: DWAM80946 ACRN AA
 OPTION 3 LABOR FUNDING FOR ASD PROJECT

300305 90638824 [REDACTED]
 LLA :
 AT 97 08 0400.1120 P8125 00000 0407 2522 S49447 DWAM80946
 Standard Number: DWAM80946 ACRN AA
 OPTION 3 ODC FUNDING FOR ASD PROJECT

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 25 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY TASK ORDER REQUIREMENTS

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

Requirement 1: Facility & Workforce Location - The contractor's primary facility shall be located within one and one-half hours average travel time to Dahlgren Virginia and no more than forty-five minutes from the Pentagon and Northern Virginia.

Requirement 2: Security Clearance - The contractor's facility must be cleared at the TOP SECRET level. All technical personnel shall possess final SECRET security clearances. One-half of the technical personnel, including the Program Manager, shall possess TOP SECRET clearances based on a current Single Scope Background Investigation (SSBI).

Requirement 3: Organizational conflict of Interest (OCI) Certification/Mitigation Plan. The successful offeror must certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest.

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 identified below:

Labor Category Desired Qualifications:

Definitions:

Technical – Includes experience in the application of engineering/scientific principles to areas relevant to DCIP. These areas are described in the mission areas addressed within the NAVSEA Homeland Security and Force Protection Product Area Directorate. These technical areas are described on the SEAPORTE Rolling Admissions web page under “Mission Areas”, specifically paragraph 1.11.

Programmatic: Includes experience with program office operations. It includes, but is not limited to, establishment and tracking of metrics; definition of work breakdown structures; and requirements analysis.

Policy: Includes experience related to the development of “guiding” documents of a program. Within DOD, these documents generally consist of National Defense Strategy, Strategic Planning Guidance, Directives, Instructions, concepts of operations, strategic plans, etc. It also includes the coordination of such documents within DOD, other Federal agencies, State and local government or within the international community.

Program Manager:

*10 years general experience in technical, programmatic, policy, and long-range planning and strategy development for the Department of Defense (DoD) to include:

a. 5 years experience with Critical Infrastructure Protection (CIP), continuity of operations, mission assurance, or related activities.

b. 2 years experience specific to DCIP.

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 26 of 32	FINAL
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c. 2 years experience in the management of an effort comparable in size and complexity to this order.

Senior CIP Analyst:

a. 8 years general experience in technical, programmatic, policy, and long-range planning and strategy development for the Department of Defense (DoD) to include:

b. 3 years experience with CIP, continuity of operations, mission assurance, or related activities.

c. 1 year experience specific to DCIP.

CIP Analyst:

a. 6 years general experience in technical, programmatic, policy, and long-range planning and strategy development to include:

b. 1 year experience with CIP, continuity of operations, mission assurance, or related activities.

Analyst:

a. 5 years general experience in technical, programmatic, policy, and long-range planning and strategy development.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The years of experience listed above 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.

RESUME FORMAT AND CONTENT

In order to facilitate evaluation, it is requested that all resumes submitted under this order be provided in the following format.

(a) COMPLETE NAME

(b) TASK ORDER LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear the amount of time the individual shall be dedicated to the resultant order. 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.)

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 27 of 32	FINAL
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(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

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

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

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

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

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

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

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

(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format and submitted as part of the proposal. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Solicitation/Order N00024-05-R-3159 by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date.....Contractor Signature and Date

Resumes without this certification may not be considered.

The employees signature shall not be dated earlier than the date of the SEAPORTE Presolicitation Notice that was published for this requirement.

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 order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the order. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 28 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

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

- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute; and
 - (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
 - (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

POST AWARD CONTRACT PERSONNEL APPROVAL

Desired qualifications identified above shall become minimum requirements after contract award and shall apply to all resumes beyond those submitted as part of the Task Order proposal. Requests for post award approval of personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. Personnel submitted against Key Personnel labor categories may not charge to the Task Order prior to this approval.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

- (a) Performance of the work hereunder may 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 contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract 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 contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract 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 contract.
- (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.

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 29 of 32	FINAL
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HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 30 of 32	FINAL
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(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

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

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

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

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

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

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

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

SAVINGS INITIATIVES

The following cost savings initiatives are required under this order:

The contractor is required to provide the same savings initiatives under this Task Order as stated in their basic SEAPORTE contract. Specific rate limitations are:

Pass Through Rate - [REDACTED]

Maximum annual labor escalation - [REDACTED]

Fixed Fee - [REDACTED]

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 31 of 32	FINAL
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SECTION I CONTRACT CLAUSES

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. 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.

CONTRACT NO. N00178-05-D-4465	DELIVERY ORDER NO. 0002	PAGE 32 of 32	FINAL
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SECTION J LIST OF ATTACHMENTS

J.1 Contract Security Classification Specification (DD254 for Technical Instruction 01

J.2 Task Order Manager Appointment Letter

J.3 Alternate Task Order Manager Appointment Letter

J.4 Contract Security Classification Specification (DD254) for Technical Instructions 02 and 03. (revised by Task Order modification -09.

J.5 Technical Instruction No. 04.

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