

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-05-D-4207				2. DELIVERY ORDER NO. FK03		3. EFFECTIVE DATE 2009 Sep 30		4. PURCH REQUEST NO. N5702309RC00093		5. PRIORITY Unrated	
6. ISSUED BY FISC Norfolk, Contracting Dept Norfolk 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392			CODE N00189		7. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666			CODE S5111A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR AVW Technologies Inc. 860 Greenbrier Circle, Suite 305 Chesapeake VA 23320-2640				CODE 1Y9N5		FACILITY 112022509		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL SMALL DISADVANTAGED WOMEN-OWNED	
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G							
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
PURCHASE	Reference your _____ furnish the following on terms specified herein.										
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.											
AVW Technologies Inc.				Michael W. Wendel President							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ACCEPTED*	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA			25. TOTAL		\$757,295.17	
					BY: /s/Carissa G Holland			09/23/2009 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS		
						PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE						g. E-MAIL ADDRESS					
						FINAL			34. CHECK NUMBER		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE			35. BILL OF LADING NO.		
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER					PARTIAL					
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	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
-----	-----	-----	-----	-----	-----
4000	Operations research, technical, and analytical support in the definition, conduct, and independent analysis of structured integrated and operational test and evaluation of the Aegis Ballistic Missile Defense at the system-level in its support of the Ballistic Missile Defense System. (RDT&E)	12.0 LM	\$650,062.94	\$52,005.03	\$702,067.97
4001	Operations research, technical, and analytical support in the definition, conduct, and independent analysis of structured integrated and operational test and evaluation of the Aegis Ballistic Missile Defense at the system-level in its support of the Ballistic Missile Defense System. (RDT&E) Option	12.0 LM	\$669,555.92	\$53,564.47	\$723,120.39
4002	Operations research, technical, and analytical support in the definition, conduct, and independent analysis of structured	12.0 LM	\$689,666.61	\$55,173.32	\$744,839.93

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 2 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

integrated and operational test and evaluation of the Aegis Ballistic Missile Defense at the system-level in its support of the Ballistic Missile Defense System. (RDT&E) Option

4003 Operations 12.0 LM \$710,360.72 \$56,828.85 \$767,189.57

research, technical, and analytical support in the definition, conduct, and independent analysis of structured integrated and operational test and evaluation of the Aegis Ballistic Missile Defense at the system-level in its support of the Ballistic Missile Defense System. (RDT&E) Option

4004 Operations 12.0 LM \$731,672.57 \$58,533.80 \$790,206.37

research, technical, and analytical support in the definition, conduct, and independent analysis of structured integrated and operational test and evaluation of the Aegis Ballistic Missile Defense at the system-level in its support of the Ballistic Missile Defense System. (RDT&E) Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 3 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

6000	Travel in accordance with the PWS (RDT&E)	1.0 Lot	\$55,227.20
6001	Travel in accordance with the PWS (RDT&E) Option	1.0 Lot	\$55,227.20
6002	Travel in accordance with the PWS (RDT&E) Option	1.0 Lot	\$55,227.20
6003	Travel in accordance with the PWS (RDT&E) Option	1.0 Lot	\$55,227.20
6004	Travel in accordance with the PWS (RDT&E) Option	1.0 Lot	\$55,227.20

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

(a) It should be noted that the proposed requirement is Cost Plus Fixed Fee (CPFF) performance based. The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 8,320 estimated manhours of direct labor. If all option periods and quantities are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 33,280 estimated manhours of direct labor, for a total level of effort of 41,600 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) Based on prior history for the same/similar services and in consideration of the effort anticipated to be performed herein, the contractor may anticipate that contract performance could involve the following labor categories and staffing levels. The Government estimate is provided for information purposes only and is included to serve as a reference for prospective offerors to better understand the overall magnitude of the effort. The level of effort per labor category (total hours remain the same for each performance year):

LABOR CATEGORY	Base Year	Option Year	Option Year	Option Year	Option Year
	2009	1 2010	2 2011	3 2012	4 2013
Senior BMD Test and Evaluation Specialist	2080	2080	2080	2080	2080
Junior BMD Test and Evaluation Specialist	2080	2080	2080	2080	2080
Modeling & Simulation Analyst	2080	2080	2080	2080	2080
Joint Forces BMD Test and Evaluation Specialist	2080	2080	2080	2080	2080

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 4 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

(c) No overtime is authorized under this task order.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

See the below chart for the applicable fixed fee for work performed under this task order provided the required number of hours shown in the below chart are employed by the contractor in performance of this task order. If substantially fewer than the required number of hours shown in the below chart of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate shown in the below chart per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

Base \$ _____ 8,320\$ _____

Option I \$ _____ 8,320 \$ _____

Option II \$ _____ 8,320 \$ _____

Option III \$ _____ 8,3200 \$ _____

Option IV \$ _____ 8,320 \$ _____

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 5 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

* To be filled in by the offeror using the proposed fixed fee dollar amount.

** To be filled in by offeror. Calculate this rate by dividing the fixed fee amount by the number of hours.

(End of Provision)

LABOR CATEGORY

It is understood and agreed that the number of hours shown in Section B above are estimates only and shall not limit the use of hours in any labor category under this task order. Accordingly, in the performance of this contract, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified, provided, that in so performing the contractor shall not in any event exceed the ceiling price of the task order, including modifications thereof. Variation between the labor line item and other direct line item is prohibited.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 6 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Multi-Service Ballistic Missile Defense System Operational Test Agency Team (BMDS OTA Team) (TEIN 3000-313)

1. Scope of Tasking. Provide operations research, technical, and analytical support to COMOPTEVFOR in the definition, conduct, and independent analysis of structured integrated and operational test and evaluation (OT&E) of the Aegis Ballistic Missile Defense (BMD) at the system-level in its support of the Ballistic Missile Defense System (BMDS) (TEIN 3000-313). The services will include developing the analytical methodology and associated Measures of Performance (MOP) for performing an operational assessment (OA) on Aegis BMD as an element of the BMDS. This Aegis OA methodology will be documented in the OTA Team's Operational Assessment Plan (OAP) and Data Management and Analysis Plan (DMAP). Technical services will also include observing BMDS and Aegis tests, analyzing data, and preparing inputs for the OTA Team OA Report (OAR), Modeling and Simulation (M&S) Accreditation Plan and Report, databases, and supporting briefings.

a. **Place of Performance.** Unless required to support mission accomplishment, work shall primarily be performed at the contractor's site. Contractor facilities shall be within one hour driving distance from COMOPTEVFOR at 7970 Diven Street, Norfolk, VA or the Missile Defense Agency Facility at 106 Wynn Drive, Huntsville, AL.

b. **Period of Performance.**

Base: 30 September 2009 - 29 September 2010
Option I: 30 September 2010 - 29 September 2011
Option II: 30 September 2011 - 29 September 2012
Option III: 30 September 2012 - 29 September 2013
Option IV: 30 September 2013 - 29 September 2014

c. **Travel requirements.**

Location	# of Trips	# of Days
Huntsville, AL	3	5
Colorado Springs, CO	2	3
Pearl Harbor, HI	2	10
San Diego, CA	2	5
Washington, DC	1	2
Moorestown, NJ	2	10

2. Applicable Documents. The following list of references is not all inclusive but forms the basis for the Test and Evaluation by COMOPTEVFOR in support of this program:

DOD 5000.1, Defense Acquisition
DOD 5000.2, Operation of the Defense Acquisition System
SECNAVINST 5000.2C, Implementation of Mandatory Procedures for Major Defense Acquisition Programs
COTFINST 3960.1, Operational Test Director's Guide

3. Milestones:

Performance Assessment (PA)-09
BMDS OTA Team OAP (2010)
BMDS OTA Team M&S Accreditation Plan (2010)
BMDS OTA Team OAR (Jan 2010)

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 7 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

BMDS OTA Team M&S Accreditation Report (Jan 2010)
Flight Test Mission - 15 (Mar 2010)

4. Specific Tasking/Deliverables. The contractor shall provide support in evaluating the operational effectiveness, operational suitability, and readiness for Transition to the Navy of the Aegis BMD system during all test and evaluation events specified by COMOPTEVFOR in this or subsequent to this Performance Work Statement (PWS).

Documentation Review (CDRL A001)

(1) Review program documentation from the perspective of manpower, technical accuracy and completeness, training and test force structure, and operational test feasibility, and provide feedback. Program documentation includes, but is not limited to, the BMDS OTA OAP, OAR, M&S Plan, M&S Report, and supporting documents and briefs. Deliverables may take the form of draft comment letters, draft presentations, and spreadsheets. Within 10 working days after receipt of designated documents from government, or as determined by operational requirements, coordinated with the Operational Test Director (OTD).

b. Meeting Attendance (CDRL A002)

(1) Attend program reviews, test coordination and planning working group meetings, mission/test readiness reviews, and OT&E related meetings. Attend M&S accreditation review panels, technical review panels, M&S working groups, and Integrated Product Team meetings. Attend systems/software engineering reviews (e.g., Critical Design Reviews, Test Readiness Reviews, Mission Readiness Reviews, Technical Information Meetings, Interim Technical Assessments, etc.). Attend BMDS OTA Team Assessments meetings, and OTA Team Post Test Analysis Briefings and Reviews. Attend system demonstrations. Deliverable may take the form of draft comment letters, draft presentations, and spreadsheets.

c. Test Planning Support (CDRLs A003, A004, A005, A006)

(1) Perform research, analyze program documentation and prepare inputs to the Intergraded Master Test Plan (IMTP), test plans for the conduct of subsequent test periods to include Integrated Testing (IT) Developmental Testing (DT), Operational Testing (OT). Deliverables include, but are not limited to inputs to IMTP Parts IV and V, draft test plans(s), and scenario development.

(2) Work with the BMDS OTA Team's Operational Scenario Working group and MDA's Joint Operational Scenario Working group to ensure that MDA's Tests contain operationally realistic and cost effective scenarios.

d. Test Operations Support (CDRLs A006, A007, A009)

(1) Provide technical assistance to the TPOC at the test site during testing, including participation in SME design reviews, test event observations, and test results/analysis review. Deliverables includes test event data recording coordination and the summation of test observables with qualitative assessment.

e. Test Analysis and Reporting (CDRLs A004, A006, A007 A008)

(1) Perform or coordinate (as specified by OTD) data reduction and preliminary analysis of completed tests during test operations, as well as DT Assist and informal DT and engineering test observations. Collect and analyze assessment data.

(2) Correlate data using appropriate statistical techniques to analyze system's operational effectiveness and operational suitability tests during test operations.

(3) Gather inputs based on analysis of test data, questionnaires, and data reduction for reports and provide follow-up assistance until documents are signed.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 8 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

(4) Deliverables include, but are not limited to, the BMDS OTA Team's Operational Assessment Report developed at the end of every calendar year, or as determined by operational requirements, and as coordinated with the OTD.

f. Program Management Support (CDRLs A003, A004, A005, A006, A007, A008, A009)

(1) Track and report work accomplished during the month, any problems, and what work is anticipated for the next month. Report should specify tasks performed, and deliverable status: CDRLs delivered (w/date delivered), upcoming CDRL due dates, CDRLs overdue, CDRLs at risk of being overdue. Additionally, the report shall reflect authorized hours, monthly usage by labor category, the balance of hours by labor category, and the travel & ODC's authorized, used, and balance(s).

5. Personnel Qualifications. Personnel provided under this order are critical to the mission of the Department of the Navy. As such, personnel may only perform on this task after a resume has been submitted and approved by the Government. Any replacement personnel proposed after award of this order must be at least as qualified as the personnel whose resume(s) were included in the proposal upon which award of the order was based. Navy Missile Defense programs demand an immediate, high level of specialized technical knowledge and are presently in an advanced phase of testing. The experience of the personnel required to perform this effort shall meet all of the following minimum qualifications:

Within the last five years (unless stated otherwise), all personnel shall:

- Possess experience with Developmental Testing (DT) or; Operational Testing and Evaluation (OT&E).
- Possess experience and familiarity with the instructions, procedures and documents required for the Navy and Joint Acquisition process, including (but not limited to) the references listed in paragraph 2 of the PWS.
- Possess experience in developing test criteria and test documents in accordance with DoD standards.
- Possess experience in applying analytical methodologies to evaluate the operational effectiveness and suitability of combat systems, weapon systems, and combat support systems.
- Possess a working knowledge of Navy tactical operations; in a multi-threat environment.
- Possess U.S. citizenship.
- Demonstrate familiarity with MS-Office software.
- Possess at least three years of operational experience with Navy ballistic missile defense and/or surface-to-air missile systems.

Senior BMD Warfare Systems T&E Specialist (1 Full Time Employee "FTE", Tidewater area, VA): In addition to the minimum requirements for all personnel, the personnel for this position must have the following qualifications:

- Previous qualification as Surface Warfare Officer or Enlisted Surface Warfare Specialist.
- Experience with drafting briefs and documents for Senior Leadership review and approval.
- A combination of ten (10) years operational experience and/or T&E experience.
- Served as Combat Systems Officer (CSO) onboard an Aegis Ship

Additional desirable skills for this candidate would include, but is not limited to:

- A working experience (within the past 4 years) and technical understanding of US Navy models and simulations (e.g. Multi-Target Effectiveness Determined Under Simulation for Aegis (MEDUSA)/Aegis Combat Systems Interface Simulator (ACSIS)/Aegis Simulation Test and Training System (A-STATS), etc.) used to supplement the test and evaluation of Aegis Weapon Systems.
- Have a high level of technical competence in Navy ballistic missile defense and surface-to-air missile systems.
- Have a technical undergraduate or graduate degree in the field of engineering.
- Have at least 3 years experience in working with system engineering processes and intergrating multiple elements into one overarching system.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 9 of 32	FINAL
----------------------------------	----------------------------	-----------------	-------

Junior BMD Warfare Systems T&E Specialist (1 FTE, Huntsville, AL and Tidewater area, VA): In addition to the minimum requirements for all personnel, the personnel for this position must have:

Previous qualification as Surface Warfare Officer or Enlisted Surface Warfare Specialist.

Has been qualified as a Combat System Maintenance Manager, System Test Officer or Fire Control Officer onboard an Aegis Ship.

A combination of two (2) years operational experience and/or Navy T&E experience.

- The Candidate must possess strong written and verbal skills.

Additional desirable skills for this candidate would include, but is not limited to:

A working knowledge and technical understanding of US Navy models and simulations (e.g. MEDUSA/ACISIS/A-STATS, etc.) used to supplement the test and evaluation of Aegis Weapon Systems.

A technical undergraduate or graduate degree in the field of engineering.

Aegis BMD Modeling & Simulation (M&S) Analyst (1 FTE, Tidewater Area, VA): In addition to the minimum requirements for all personnel, the personnel for this position must have:

- Previous qualification as Surface Warfare Officer or Enlisted Surface Warfare Specialist.
- Experience in using M&S for Developmental Testing and/or Operational Testing to include Verification, Validation & Accreditation of models.

Additional desirable skills for this candidate would include, but is not limited to:

In-depth experience and technical understanding of US Navy models and simulations to include MEDUSA, ACISIS, A-STATS, and FIRMTRACK used to supplement the test and evaluation of Aegis Weapon Systems.

Possess recent (past 3 years), Navy specific OT&E and/or operational experience, and in-depth knowledge of Navy ballistic missile defense and surface-to-air missile systems.

- A technical undergraduate or graduate degree in the field of engineering.

Joint Forces BMD T&E Specialist (1 Persons, Tidewater Area, VA): In addition to the minimum requirements for all personnel, the personnel for this position must have:

Operational experience working with Navy Link systems.

Operational experience and qualification as an Interoperability Control Officer (ICO) or Joint ICO (JICO).

Additional desirable skills for this candidate would include, but is not limited to:

Possess recent (past 3 years), Navy specific OT&E and/or operational experience, and have a high level of technical competence in Navy ballistic missile defense and surface-to-air missile systems.

Recent experience (past 3 years) working with AEGIS BMD link systems and an understanding of their interoperability with Army and Air Force BMDS assets.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 10 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

6. **Security Clearance.**

A minimum security clearance of SECRET is required for personnel supporting this task.

All Personnel must be eligible for Top Secret. Any personnel proposed to work on this effort shall be eligible for necessary clearances to immediately begin performance at the time of task award. See attached Contract Security Classification Specification – DD Form 254 for more information.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 11 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 12 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
4000	Government	Government	Government	Government
4001	Government	Government	Government	Government
4002	Government	Government	Government	Government
4003	Government	Government	Government	Government
4004	Government	Government	Government	Government
6000	Government	Government	Government	Government
6001	Government	Government	Government	Government
6002	Government	Government	Government	Government
6003	Government	Government	Government	Government
6004	Government	Government	Government	Government

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 13 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

4000 9/30/2009 - 9/29/2010

6000 9/30/2009 - 9/29/2010

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

4001 9/30/2010 - 9/29/2011

4002 9/30/2011 - 9/29/2012

4003 9/30/2012 - 9/29/2013

4004 9/30/2013 - 9/29/2014

6001 9/30/2010 - 9/29/2011

6002 9/30/2011 - 9/29/2012

6003 9/30/2012 - 9/29/2013

6004 9/30/2013 - 9/29/2014

Services to be performed hereunder will be provided at:

Unless required to support mission accomplishment, work shall primarily be performed at the contractor's site.

Contractor facilities shall be within one hour driving distance from COMOPTEVFOR, 7970 Diven Street, Norfolk, VA;
or

the MDA Facility at 106 Wynn Drive, Huntsville, AL.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 14 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>
WAWF Invoice Type	<i>2-in-1</i>
Contract Number	<i>N00178-05-D-4207</i>
Delivery Order Number	<i>FK03</i>
Issuing Office DODAAC	<i>N00189</i>
Admin Office DODAAC	<i>N00189</i>
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	<i>N57023</i>

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 15 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher)	N57023
Acceptance At Other	N/A
Local Processing Office (Certifier)	N57023
DCAA Office DODAAC (Used on Cost Voucher's only)	N/A
Paying Office DODAAC	HQ0251
Acceptor/COR Email Address	BurrowsT@cotf.navy.mil

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice (s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
Tim Burros	BurrowsT@cotf.navy.mil	757-282-5546 ext 3136	TOM

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 16 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: Carissa Holland

Address: Fleet & Industrial Supply Center

1968 Gilbert Street, Suite 600

Norfolk, VA 23511-3392

Phone: 757-443-1338

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Jordan Dorsey

Address: Fleet & Industrial Supply Center

1968 Gilbert Street, Suite 600

Norfolk, VA 23511-3392

Phone: 757-443-1416

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: N/A

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS Columbus

Address: PO Box 182317

Columbus, OH 43218

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 17 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

Phone: 800-756-4571

5. TASK ORDER MANAGER (TOM) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the TOM requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE TOM IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

TOM Name:

Mr. Timothy Burrows

7970 Diven St

Norfolk, VA 23505

757-282-5546 Ext 3136

In the event that the TOM named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the TOM be the responsibility of the alternate TOM listed below:

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 18 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

ATOM Name: N/A

Address: -----

Phone: -----

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the TOM in contract administration by:

- a. Identifying contractor deficiencies to the TOM;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Providing TOM with timely input regarding the SOW, technical direction to the contractor and recommending
- f. Reviewing contractor reports providing recommendations for acceptance/rejection;
- g. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice; corrective actions; and
- h. Providing written reports to the TOM as required concerning trips, meetings or conversations with the contractor.

Name: N/A

Address: -----

Phone: -----

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to ----- pricing arrangements;

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 19 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or

c. No order shall be placed with delivery requirements in excess of -----.

Name: N/A

Address: -----

Phone: -----

(End of text)

Accounting Data

SLINID	PR Number	Amount
4000	N5702309RC00093	702067.97
LLA :		
AA 21 9 2040 0000 9 4C 4020 665716.30200 255X 40D100 MIPR9KDAVED285 9E0DBY S18001		
Standard Number: MIPR9KDAVED285		
6000	N5702309RC00093	55227.20
LLA :		
AA 21 9 2040 0000 9 4C 4020 665716.30200 255X 40D100 MIPR9KDAVED285 9E0DBY S18001		
Standard Number: MIPR9KDAVED285		

BASE Funding 757295.17
Cumulative Funding 757295.17

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 20 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST:

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in

paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to

the suppliers and/or equipment subject to this contract. The contract will specify to which suppliers and/or equipment

subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an

Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to

this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring

Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards

or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall

be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 21 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

or improve agency policy development or decision making; or, to support or improve the management of organizations

or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint

ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program

and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known

prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system

or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 30 days after the date of completion of

the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to

be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 22 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

used

in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is

the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work

statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably

and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(b)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to

the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by

those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to

refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract.

Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 23 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed

under this contract, obligating the contractor to protect such data from unauthorized use or

disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer.

Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively.

(FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in

the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any

capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The

contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in

writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees

that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 30 days after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the

sole source of supply or which it participated in designing or developing.

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of

this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall

preclude the contractor from competing for follow-on contracts for AAS.

(8) To the extent work performed under this contract may be subject to 10 U.S.C. 2399, the contractor agrees to

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 24 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

comply with 10 U.S.C. 2399

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be

deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor

to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise

its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from

electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict

of interest.

5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992) (NAVSUP)

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms, or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No

substitution or addition of personnel shall be made, except in accordance with this clause.

(b) The Contractor agrees that: during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, termination of employment, or authorized by the contracting officer. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 25 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitute of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal or higher than the qualifications of the person being replaced.

(e) In the event of 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 information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than, or equal to, at least one (1) of the individuals proposed for the designated labor category.

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default, or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss, or damage as a result of the Contractor's actions.

(End of Clause)

N00244H136 GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 26 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative or Contracting Officer.

ACCESS BADGES

Permanent COMOPTEVFOR badges will be issued only to contractor whose contract specifies that the performance will be on-site (at COMOPTEVFOR). To be issued a permanent badge, the contractor's security office must fax the visit request/ security clearance to COMOPTEVFOR (attn: Security Manager) at 757-282-5556 no less than 3 working days prior to the beginning of the contract performance period. Hand-carried requests will not be accepted. Upon check-in to COTF, the contractor must present a copy of his contract and a copy of his company's visit request. All contractors must check in with the Contracting Officer prior to being issued a badge. The permanent badge will be issued for twelve months of the duration of the contract.

REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 27 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(End of Provision)

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 28 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following:

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 days prior to expiration of the contract.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 days. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years and six (6) month extension in accordance with FAR 52.217-8 Option To Extend Services.

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 29 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 30 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 31 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

(End of clause)

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Carissa Holland

ADDRESS: Fleet and Industrial Supply Center, Norfolk Office

Contracting Department, Code 240

1968 Gilbert Street, Suite 600

Norfolk, VA 23511

PHONE: 757-443-1338

FAX: 757-443-1424

EMAIL: carissa.holland@navy.mil

CONTRACT NO. N00178-05-D-4207	DELIVERY ORDER NO. FK03	PAGE 32 of 32	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment I - Contract Data Requirements List (CDRL A0001 - A0009)

Attachment II - DD254, Contract Security Classification Specification

Attachment III - Contract Administration Plan

Attachment IV - Quality Assurance Surveillance Plan (QASP)

Attachment V - QASP Matrix