

DELIVERY ORDER						DRAFT																					
1. CONTRACT NO. N00178-04-D-4024		2. DELIVERY ORDER NO. N40105		3. EFFECTIVE DATE ORIG 06/14/2005 MOD 05/31/2006		4. PURCHASE REQUEST NO. N66604-06-MR-57409																					
5. ISSUED BY CODE N66604 NUWC, NEWPORT DIVISION Alyson Medeiros 5911 Simonpietri Drive, Building 11 Newport, RI 02841-1706 medeirosa@npt.nuwc.navy.mil 401-832-1588 Ext.				6. ADMINISTERED BY CODE S2404A DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS, VA 20109-2342																							
7. CONTRACTOR CODE 17038 Booz Allen Hamilton, Inc 8283 Greensboro Drive McLean, VA 22102				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME SET ASIDE TYPE																					
				10. MAIL INVOICES TO See Section G																							
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY CODE HQ0338 DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213																							
13. TYPE OF ORDER		D <input checked="" type="checkbox"/> X <input type="checkbox"/>		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.																							
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. Booz Allen Hamilton, Inc <div style="display: flex; justify-content: space-between; border-top: 1px solid black; margin-top: 10px;"> NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED </div>																											
14. ACCOUNTING AND APPROPRIATION DATA See Section G																											
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*		18. UNIT																					
						19. UNIT PRICE																					
						20. AMOUNT																					
See the Following Pages																											
*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.				21. UNITED STATES OF AMERICA By: Elizabeth A. Alexander CONTRACTING/ORDERING OFFICER		22. TOTAL 04/03/2006 \$319,851																					
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">SECTION</th> <th style="width: 50%;">DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>B</td> <td>SUPPLIES OR SERVICES AND PRICES/COSTS</td> </tr> <tr> <td>C</td> <td>DESCRIPTION/SPECS/WORK STATEMENT</td> </tr> <tr> <td>D</td> <td>PACKAGING AND MARKING</td> </tr> <tr> <td>E</td> <td>INSPECTION AND ACCEPTANCE</td> </tr> <tr> <td>F</td> <td>DELIVERIES OR PERFORMANCE</td> </tr> <tr> <td>G</td> <td>CONTRACT ADMINISTRATION DATA</td> </tr> <tr> <td>H</td> <td>SPECIAL CONTRACT REQUIREMENTS</td> </tr> <tr> <td>I</td> <td>CONTRACT CLAUSES</td> </tr> <tr> <td>J</td> <td>LIST OF ATTACHMENTS</td> </tr> </tbody> </table>								SECTION	DESCRIPTION	B	SUPPLIES OR SERVICES AND PRICES/COSTS	C	DESCRIPTION/SPECS/WORK STATEMENT	D	PACKAGING AND MARKING	E	INSPECTION AND ACCEPTANCE	F	DELIVERIES OR PERFORMANCE	G	CONTRACT ADMINISTRATION DATA	H	SPECIAL CONTRACT REQUIREMENTS	I	CONTRACT CLAUSES	J	LIST OF ATTACHMENTS
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Distribution: KR, 0221,8113/P.Freeburg, 5911CLO/M.Merriwether.

NUWC DIVNPT Control Number:063760

NUWC DIVNPT Requisition Number(s):N66604-4177-047C-991

Authority: FAR 52.249-14 "Excusable Delays (APR 1984)"

Modification Type: Bilateral

SECTION F - Extend the Period of Performance through July 15, 2006, at no additional cost to the Government.

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in NAFI/EDA & the SeaPort Portal.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 \$319,851

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	Organizational Analysis Support Services in support of the Department of Defense (DOD) Demilitarization Program (OTHER)	1.0 Lot	\$	\$	\$84,835

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AB	RDDA (type of funds) DEMIL Operation & Organizational support services (OTHER)	1.0 Lot	\$	\$	\$30,000

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AC	Funding for SLIN 0001AA. (OTHER)	1.0 Lot	\$	\$	\$192,893

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AD	Inc. Funding (OTHER)	1.0 Lot	\$	\$	\$12,123

B30S LEVEL OF EFFORT - TERM (JUN 2004)

(a) The level of effort of each Sub Line Item Number (SLIN) of this task order is 2930 hours (LH). The total estimated level of effort is expected to occur evenly over the task order term.

(b) In the event that the incurred level of effort exceeds by 3% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (f) below. This understanding does not supersede or change subsection (f) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment

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shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the task order, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor expended;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized.

(3) The Contractor's estimate of the total allowable cost incurred under the task order,

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B36S OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE (JUN 2004)

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

B51S PAYMENT OF FIXED FEE - TERM AND COMPLETION (SEP 2004)

(a) The fixed fee, as specified in Section B of this task order, subject to any adjustment required by other provisions of this task order, will be paid in installments to be paid at the time of each provisional payment on account of the allowable cost. The current installment is the amount of fixed fee earned to date and not previously billed.

(b) Determine the total amount of fee earned to date as follows. Divide the current total estimated cost (minus other direct costs) of the order by the current fixed fee. Multiply the result by the incurred costs (minus other direct costs) to date.

(c) Completion Orders: The Contractor is entitled to the full fixed fee amount upon the acceptable completion of the order.

(d) Term Orders: Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

For Operational and Organizational Analysis for the DOD Demilitarization Program

1. Background:

Organizational Analysis Support Services in support of the Department of Defense (DOD) Demilitarization Program as delegated for program management to the Defense Logistics Agency (DLA) (J-372).

The Defense Logistics Agency (DLA), Ft. Belvoir, VA, is a DOD agency with responsibilities identified in DOD 4160.21-M-1, DODD 2030.8, DOD 4160.21-M, and DOD 4140.1-R to provide control and oversight of the overall DOD Demilitarization Program. DLA also provides worldwide logistics support for the missions of the Military Departments and the Unified Combatant Commands under conditions of peace and war. It also provides logistics support to other DOD Components and certain Federal agencies, foreign governments, international organizations, and others as authorized. DLA is focused on continuous improvement to ensure its operations continue to be effective and efficient and that the organizational structure continues to support the optimization of those operations. Specifically, DLA needs to ensure the optimal integration of Demilitarization (DEMIL) processes within the Defense Supply Chain as the logistics business processes and organizations within the Department of Defense and other agencies are reengineered.

2. Scope:

The scope of this contract is for the contractor to provide independent analytical support on a wide array of policy, planning, organizational, and operational issues in support of the Department of Defense (DOD) Demilitarization Program as delegated for program management to the Defense Logistics Agency (DLA) (J-372).

This objective of these independent analyses is to provide the Director, Logistics Operations (J-3) and staff with the information necessary to articulate efficient and effective process, organizational structure, and a workload/workforce aligned to the DOD and DLA visions and strategic directions for the 21st century. The goal of this tasking is to support the Director in assessing operational and organizational efficiencies and effectiveness of the DOD Demilitarization Program and to identify actions to better align DOD and DLA business and management processes in the post 9/11 environment with the requirements of the International Traffic in Arms Regulations (ITAR) 22 CFR Parts 120-130; Federal Management Regulation (FMR) 41 CFR Part 101, Federal Property Management Regulation (FPMR); Export Administration Regulations (EAR) 15 CFR Parts 730-774; Federal Acquisition Regulation (FAR) 48 CFR Part 45; Defense Federal Acquisition Regulation (DFAR) 48 CFR Part 245; Homeland Security 6 CFR; and Transportation 49 CFR Chapter XII--Transportation Security Administration, Department of Homeland Security; as well as ensuring U.S. National Security objectives, public safety, and security concerns and DOD customer needs in the 21st Century.

The contractor shall provide actionable recommendations and methodologies supported by independent analysis that lead to improvements in overall management implementation of the DOD Demilitarization Program requirements. Specific objectives of this assessment are:

- Assess operational processes and provide recommendations to most effectively meet the objectives of the DOD Demilitarization Program as delineated in DOD 4160.21-M-1.
- Provide options for aligning or consolidating functions across the entire DOD Demilitarization Program.
- Provide staffing recommendations and options to meet assigned missions.
- Identify optimal interfaces with other functional areas including Military Services, Defense Contract Management Agency (DCMA), and other effected Federal Agencies.
- Provide methodologies and lessons learned to other DLA, DOD and other federal agency functions, organizations, and manpower and recommendations in follow-up/related studies.

3. Applicable Documents:

Ref. (a) - Business Case Model for the DOD Logistics Community, A Guide to Business Case Development, DUSD (L) Logistics Reinvention Office, 30 Sep 1999

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4. Requirements:

The overall task is to conduct an operational and organizational assessment of the DOD Demilitarization Program and recommend improvement or change in the following areas:

- Vision and Mission
- Organizational structure and design
- Business processes
- Workload/workforce

In-Process Reviews (IPRs) with the Government are required during the period of this effort.

4.1 Task 1-Project Planning

The contractor shall prepare a project plan that identifies the order of, and dependencies among, activities required to maintain efficient progress. The plan shall be delivered two (2) weeks after contract award and be reviewed during an In-Process Review (IPR) with the Government three (3) weeks after contract award. The project plan shall be updated to address refinements in the general methodology proposed to answer the study objectives. Plan shall be delivered electronically in MS Project format.

4.2 Task 2-Data Collection

The contractor shall identify appropriate data required from the DOD Demilitarization Program offices/organizations to adequately assess the study objectives. The proposed surveys along with proposed implementation approach and methodology for the survey will be delivered to the Government one (1) week prior to IPR #2 and be reviewed during IPR #2. Additional required data may include: 1) the status of recent reorganization efforts, 2) proposed options and initiatives for organizational structure (with appropriate analyses if available), 3) the importance of those required functions in meeting requirements. Upon Agency approval at IPR# 2, data collection shall commence.

4.3 Task 3-Data Assessment

Using Government Furnished Information (GFI) identified in Section 6 of the SOW and the results from Task 2, the contractor shall conduct the data assessment and document the results of analysis per the reference (a) guideline. The contractor shall perform detailed analysis of alternatives to support development of actionable recommendations for efficiency and effectiveness improvements to the DOD Demilitarization Program.

4.4 Task 4-Business Case Development

Based on data assessment from Task 3, the contractor shall develop a Business Case Analysis with alternative courses of action for efficiency and effectiveness improvements to the DOD Demilitarization Program per reference (a). The contractor shall deliver the Business Case Analysis (BCA) one (1) week prior to IPR #3 and brief the Government at IPR #3.

4.5 Task 5-Implementation Plan of Actions and Milestones (POAM) and Business Case Analysis (BCA) Update

Once the Agency has selected a desired course of action, the contractor shall develop an executive level POAM that could serve as a guide for implementation of the selected course of action. This shall be delivered to the Government along with an updated BCA for the selected option using the guidelines of reference (a) one (1) week prior to IPR #4 and brief the Government at IPR #4. The contractor shall submit revisions based on Government review comments within three (3) weeks after IPR #4.

4.6 Task 6-Final Report and Briefing

At study completion, the contractor shall provide a comprehensive final report and briefing at IPR #5. The report shall include all data and analyses, including GFI utilized in the conduct of the analysis. The contractor shall submit within two (2) weeks of the end of the period of performance of the contract. These products shall be submitted in hardcopy and electronically using the most recent version of Microsoft Office products.

5. Deliverables and Delivery Schedule

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- a. Status reports – A report updating progress on tasks and problematic areas and areas of risk. Monthly by the 15th of the month for work accomplished the previous month.
- b. Project Plan - A schedule with major milestones and projected timelines that aligns with the study methodology. Date of contract award plus two (2) weeks.
- c. Data Collection Plan - A detailed plan for the required data elements that will be requested in a data call to organizational activities. One (1) week prior to IPR #2.
- d. Business Case Analysis – One (1) week prior to IPR #3.
- e. Implementation POAM - One (1) week prior to IPR #4
- f. Updated BCA – One (1) week prior to IPR #4.
- g. Final Report and Briefing - A draft final report and annotated briefing is due one (1) week prior to IPR #5. The draft report and briefing shall have enough detail to present results to DLA senior leadership.

6. Government Furnished Information (GFI):

The following GFI can be viewed at their respective websites as follows:

6.1 Demilitarization Program Policy (Directives/Instructions)

http://www.dtic.mil/whs/directives/corres/pdf/d20308_111797/d20308p.pdf

6.2 Demilitarization Manual and Drafts

<http://www.dlps.hq.dla.mil/416021m1.pdf>

6.3 Disposal Manual and Drafts

https://www.demil.osd.mil/demil_Disp_manual_8-97/toc.htm;

https://www.demil.osd.mil/demil_Disp_manual_draft/toc.htm;

The following GFI required will be provided to the Contractor at contract award:

6.4 Defense Demilitarization and TSC Program Course documentation

6.5 DLA Organizational Charts/Mission Statements/Roles and Responsibility Statements

The following GFI will be provided to the extent available during progress of the contract.

6.6 Information from on-site discussions

6.7 Activity Organizational Charts/Mission/Responsibilities/Processes

7.0 Travel -

In order to perform the above tasking, travel is anticipated to the following locations:

Travel requirements are estimated as follows:

From To Trips Days/Trip No. of People

Wash DC Battle Creek, MI 1 4 2

Wash DC Anniston AL 1 4 2

Wash DC Crane IN 1 4 2

Wash DC Tucson AZ 1 4 2

Wash DC Texarkana, TX 1 4 2

Wash DC Frankfort, GR 1 4 2

Wash DC Kapolei HI 1 4 2

Wash DC Millington, TN 1 4 2

Wash DC Camp H.M. Smith, HI 1 4 2

Wash DC Newport, RI 1 4 2

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SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (JUN 2004)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

TASK ORDER NUMBER: (from Task Order Block 2)

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

- (f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

REQUISITION NUMBER: (from Task Order General Information Section)

MARK FOR:

Name Code Telephone No.

Stephen M. Teixeira 811 401-832-1236

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (OCT 2004)

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept the completed task order. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance (COFA) (See Attachment), and submit it to the TOM for signature. The contractor shall include the fully signed COFA with its final invoice.

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SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 7 months thereafter, estimated at:

0001AA, 0001AB, 0001AC, 0001AD: 6/14/2005 - 7/15/2006

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (JUN 2004)

Work will be performed at the Contractor's facility or other locations, as required by the statement of work. The Statement of Work included with this order specifies those locations.

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SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
0001AB	N66604-4177-047C	30000.00
LLA :		
A1: 97X4930.NH6A 000 77777 0 066604 2F 8E0016 C34110581101 INCREASE \$30,000.00		
MOD 1		
0001AC	N66604-5203-027C	192893.00
LLA :		
AA A2: 97X4930.NH6A 000 77777 0 066604 2F 8E0016 P34120581101 INCREASE \$192,893.00		
MOD 2		
0001AD	N66604-4177-047C-001	12123.00
LLA :		
AA A1: 97X4930.NH6A 000 77777 0 066604 2F 8E0016 C34110581101		
MOD 3		
0001AA	N66604-5357-6485	84835.00
LLA :		
AA A3 97X4930.NH6A 000 77777 0 066604 2F 000000 81130P341206		
Standard Number: 0041922		

Accounting and Appropriation Data. LLA A1 (SLIN 0001AD) is added by this modification. All previous LLA's are from the task order award or subsequent modification and should not be counted as newly available funding.

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and four (4) copies, to the contract auditor at Cognizant DCAA, unless waived by DCAA. If Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this contract, provide duplicate information to eCraft.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this task order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procuring activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the task order
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report", is not required.
- (f) A Certificate of Performance is required unless Electronic Cost Reporting and Financial Tracking (eCraft) is applicable to this task order.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this task order. The Government may indicate final acceptance on DD Form 250

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or by other appropriate means such as a Certificate of Final Acceptance.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, costs will be allocated on a first-in first-out basis. For example, invoice ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc.

G10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (SEP 2004)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing

and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: C.W. Kanoff

Telephone: Commercial: 401-832-1486; DSN: 432-1486

Fax: Commercial: 401-832-4820; DSN: 432-4820

Email: Kanoffcw@npt.nuwc.navy.mil

NMCI: @navy.mil

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(OCT 2004)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS. The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below: These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

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(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the Task Order Ordering Officer address (Attn: Code 593 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(d) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (SEP 2004)

Fill in the information required below. The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Houston Sorenson

Title: STR

Mailing Address: 8283 Greensboro Drive, McLean, VA 22102

E-mail Address:

Telephone: 703-902-5147 FAX: 703-902-3333

G16S NOTE TO PAYMENT OFFICE - PAYMENT BY ACRN (SEP 2004)

In the event the contractor does not identify the specific ACRN (or the related SLIN) being invoiced, the paying office is directed to pay the invoice by assigning the ACRN on a first-in first-out basis. For example, pay from ACRN A1 until fully expended, followed by ACRN A2 until fully expended, followed by ACRN A3 until fully expended, etc. If necessary, the paying office should assign the appropriate SLIN.

G17S TOM APPOINTMENT (APR 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Peter J. Freeburg

Code: 8113 Email: FREEBURGPJ@NPT.NUWC.NAVY.MIL

Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building 106, Newport, RI 02841

Telephone:

Commercial(401)-832-4830

Fax: (401) 832-4194

DSN 432-4830

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, PCO or ACO has issued a formal modification.

SECTION H SPECIAL CONTRACT REQUIREMENTS

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H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

(a) In accordance with FAR 9.505-3; whereas this task order provides for the technical evaluation of other Contractors' products or services or provides for the furnishing of management support services, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT's). This prohibition is effective during the term of the task order and extends for a period of three years after the term of this task order.

(b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this task order, unless so directed by the Task Order Ordering Officer. The Contractor also agrees that it shall promptly notify the Task Order Ordering Officer of any attempt by an individual, company or Government representative* to gain access to such information. Such notification shall include the name and organization, if available, of the individual, company or Government representative seeking access to such information.

(c) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor shall include these provisions in all subcontracts and shall substitute "subcontractor" for "contractor" where appropriate.

(e) If the contractor is tasked by NUWC to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without the need for any notification to the Task Order Ordering Officer. If the contractor is tasked by some other Government office to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without advance approval but shall notify the Task Order Ordering Officer within 5 calendar days of the request. If the contractor is tasked by a non-Government entity (e.g. another contractor) to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor shall not begin work on the IPT task without obtaining authorization from the Task Order Ordering Officer of this task order. The contractor shall notify the Task Order Ordering Officer of this task order in writing, describing the IPT effort, listing the probable participants, providing a justification for the contractor's participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this task order. Within 15 days of receiving the notification, the Task Order Ordering Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.

(f) The Contractor certifies and warrants that to the best of its knowledge and belief the contractor does not have any organizational conflict of interest as defined in paragraph (a). The contractor shall inform all employees, subcontractors, consultants, and agents involved in the performance of this task order of the provisions of this clause.

(g) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

(h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

* Government Representative is defined as any Government employee, either military or civilian, not directly involved in the effort to be performed under this task order.

H14S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-4

(a) In accordance with FAR 9.505-4, whereas the statement of work for this task order requires access to

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proprietary data of other companies the Contractor must agree with the other companies to (1) protect their information from unauthorized use or disclosure for as long as it remains proprietary and (2) refrain from using the information for any purpose other than that for which it was furnished. The Contractor agrees to furnish copies of such agreements to the Task Order Ordering Officer before accepting possession of such data. The 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 task order if such additional work is procured competitively.

(b) For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide a written certification to the Task Order Ordering Officer that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order 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.

(e) The prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) The Government may administratively modify the contract to list agreements between the Contractor and third parties into the task order.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H32S INCREMENTAL FUNDING - LAST INCREMENT (AUG 2005)

Additional funds are hereby provided for continued performance. The total obligation is therefore increased from \$235,016.00 by \$84,835.00 to \$319,851.00, which is the total estimated amount of this order. This is the last increment of funding. The clause entitled "Limitation of Cost (FAR 52.232-20)" applies to this order.

H38S TECHNICAL DIRECTION LETTERS (JUN 2004)

(a) The Government may issue Technical Direction Letters (TDLs) when necessary to provide clarification or details of specific tasks set forth in the Statement of Work (SOW). TDLs are normally originated by the Task Order Manager (TOM) and may be based on technical discussions with the Contractor. The Contractor shall not act on such discussions until receiving direction from the Task Order Ordering Officer.

(b) TDLs shall be written, except that the Task Order Ordering Officer may issue TDLs orally with written confirmation provided within five working days. TDLs shall include at least the following data:

(1) Contract number, task order number, and TDL number,

(2) Effective date (if different than the letter date),

(3) Technical Directions or clarifications, and

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(4) Specific reference to relevant SOW paragraphs.

(c) A TDL is effective only after it is signed by the Task Order Ordering Officer and delivered, mailed, or electronically transmitted to a Contractor representative. TDLs may be revised by subsequent TDLs.

(d) Limitations. A TDL is not a modification; it does not change the task order terms or the SOW. It obligates no additional funds. If the Contractor believes that a TDL constitutes a change, the Contractor shall not perform the effected portion of the work; and shall contact the Task Order Ordering Officer immediately for further clarification and direction.

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

NUWC Accrual Date

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SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES para.(c) fill-in: (JUN 1998)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (SEP 1999)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (DEC 1996)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (SEP 2000)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (DEC 2000)

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SECTION J LIST OF ATTACHMENTS

Attachment #1 - Performance Requirements Summary Table
Attachment #2 - DDFORM 254 - Contract Security Classification Specification
Exhibit "A" - DDForm 1423 - Contract Data Requirements List