

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 56	3. EFFECTIVE DATE 28-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. See the General Information section.	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 mary.b.carter@navy.mil 540-653-4205	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Deloitte Consulting, LLP 1725 Duke Street Alexandria VA 22314-3456		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4020-0003
		10B. DATED (SEE ITEM 13) 21-Mar-2005
CAGE CODE 1TTG5	FACILITY CODE 014097146	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathryn B Hall, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Kathryn B Hall (Signature of Contracting Officer)	28-Sep-2010

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GENERAL INFORMATION

The purpose of Mod 56 is to obligate funds to Option Periods 5 and 6. Accordingly, said Task Order is modified as follows:

- The following Accounting & Appropriation Data are obligated to CLIN 0004AA under Option Period 5.

JP	1701804	8C2C	253	SASWS	0	068342	2D	000000	12C42SWE0420	\$65,000.00
	W05000/0270209C;2DWT610ACPM1, OMN									
	N0002410WX00158/AA									
	REPORTING WBS 1.7.2.99/CERS,TPS NAV2602691, Subtask WBS 1.7.2.1.1.1									
	WAW 005759; Hull ACDS									
JP	1701804	8C2C	253	SASWS	0	068342	2D	000000	12C42SWE0420	\$9,000.00
	W05000/0270223C;2DWT610ACCD1/SSDS, OMN									
	N0002410WX00158/AA									
	REPORTING WBS 1.7.2.99/CERS,TPS NAV2602691, Subtask WBS 1.7.2.1.2.1									
	WAW 005759; Hull ACDS									
	Total OY 5 Mod									
	56									\$74,000.00

- The following Accounting & Appropriation Data are obligated to CLIN 0004BA under Option Period 6.

JV	9780400252010BM252040603892C00255YMD0M10910P26870201449S12135									\$113,117.00
	W05000/0271286C; MDOM10910P2687/AA; ABMD									
	REPORTING WBS 1.2.9.1.2.99; SUBTASK 1.2.9.1.2.1 W05 FINANCIAL MGMT									
	MDOM10910P2687/AA									
	CERS, TPS E0197100DD00-FM, HULL FY-10									

- In section G the clauses FUNDING PROFILE and NAVSEA ALLOTMENT OF FUNDS 5252.232-9104 (May 1993) are updated to reflect funding changes to Option Periods 5 and 6. SPECIAL PAYMENT/SPECIAL INVOICING INSTRUCTIONS APPLY TO THIS TASK ORDER PER SECTION G.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$187,117.00 from \$15,485,387.00 to \$15,672,504.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
0004AA	TBD	2,979,854.00	74,000.00	3,053,854.00
0004BA	TBD	945,533.00	113,117.00	1,058,650.00

The total value of the order is hereby increased by \$0.00 from \$26,336,929.00 to \$26,336,929.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	-----	-----	-----	-----	-----	-----
0001						\$19,031,627.00
0001AA	The Contractor shall provide business and administrative support services to the Surface Ship Program Office (Base Period). (TBD)	37389.0	LH	██████████	██████████	\$3,540,645.00
0001BA	The Contractor shall provide business and administrative support services to the Surface Ship Program Office - Option Period 1. (RDT&E)	44675.0	LH	██████████	██████████	\$4,301,784.00
0001CA	The Contractor shall provide business and administrative support services to the Surface Ship Program Office (Option Period 2) (US) (TBD)	44333.0	LH	██████████	██████████	\$4,441,882.00
0001CB	The Contractor shall provide business and administrative support services to the Surface Ship Program Office (Option Period 2) (FMS Japan) (TBD)	342.0	LH	██████████	██████████	\$34,266.00
0001DA	The Contractor shall provide business and administrative support services to the Surface Ship Program Office (Option Period 3) (TBD)	42826.0	LH	██████████	██████████	\$4,432,516.00
0001EA	The Contractor	20490.0	LH	██████████	██████████	\$2,280,534.00

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shall provide
business and
administrative
support services
to the Surface
Ship Program
Office (Option
Period 4) (TBD)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
0003			\$153,000.00
0003AA	Other Direct Costs for business and administrative support services to the Surface Ship Program Office (Base Period) (TBD)	1.0 Lot	\$27,000.00
0003BA	Other Direct Costs for business and administrative support services to the Surface Ship Program Office (Option Period 1) (TBD)	1.0 Lot	\$36,000.00
0003CA	Other Direct Costs for business and administrative support services to the Surface Ship Program Office (Option Period 2) (TBD)	1.0 Lot	\$36,000.00
0003DA	Other Direct Costs for business and administrative support services to the Surface Ship Program Office (Option Period 3) (TBD)	1.0 Lot	\$36,000.00
0003EA	Other Direct Costs for business and administrative support services to the Surface Ship Program Office (Option	1.0 Lot	\$18,000.00

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Period 4) (TBD)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004						\$7,098,302.00
0004AA	The contractor shall provide business and administrative support services to the Surface Ship Program Office (Option Period 5) (TBD)	41894.0	LH	██████████	██████████	\$4,698,187.00
0004BA	The contractor shall provide business and administrative support services to the Surface Ship Program Office (Option Period 6) (TBD)	21413.0	LH	██████████	██████████	\$2,400,115.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
0006				\$54,000.00
0006AA	Other Direct Costs for business and administrative support services to the Surface Ship Program Office (Option Period 5), General Info section Mod 54. (OTHER)	1.0	Lot	\$36,000.00
0006BA	Other Direct Costs for business and administrative support services to the Surface Ship Program Office (Option Period 6), General Info Section Mod 54. (TBD)	1.0	Lot	\$18,000.00

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Note: Additional SLINs will be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

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

- (a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.
- (b) The Contractor is entitled to bill each fee installment at \bullet % of allowable costs, excluding Other Direct Costs (i.e. travel, material) and subcontractor costs. The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), and "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. The Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.
- (c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.
- (d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Attachment J.1 - Statement of Work.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)

(JUL 2000)

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

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

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

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

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

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

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

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year

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period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

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

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

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

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

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

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

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

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

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

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority.

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If this contract requires that the contractor be granted access and use of NSWCCD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCCD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCCD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCCD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited by the cognizant NSWCCD DAA. ISs processing classified information will be accredited by DIS.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel.

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The contractor shall advise NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

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

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SECTION D PACKAGING AND MARKING

Packaging and Marking Shall be in accordance with Section D of the IDIQ contract. All Deliverables shall be packaged and marked IAW Best Commercial Practice.

DATA PACKAGING LANGUAGE (5503)

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

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor ; (2) contract number; (3) contract dollar amount; (4) whether the contract was competitively or non competitively awarded; (5) sponsor:

(Name of Individual Sponsor); (Name of Requiring Activity) (City and State)

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data.

The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on

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technical documents so as to be recognized readily by receipts.

The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government.

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INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified

on the attached Contract Data Requirements List(s), DD Form 1423.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

0001AA	3/21/2005 - 9/30/2005
0001BA	10/1/2005 - 9/30/2006
0001CA	10/1/2006 - 9/30/2007
0001CB	7/26/2007 - 9/30/2007
0001DA	10/1/2007 - 9/30/2008
0001EA	10/1/2008 - 4/4/2009
0003AA	3/21/2005 - 9/30/2005
0003BA	10/1/2005 - 9/30/2006
0003CA	10/1/2006 - 9/30/2007
0003DA	10/1/2007 - 9/30/2008
0003EA	10/1/2008 - 4/4/2009
0004AA	4/5/2009 - 9/30/2010
0004BA	4/5/2010 - 9/30/2010
0006AA	4/5/2009 - 9/30/2010
0006BA	4/5/2010 - 9/30/2010

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

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT ADMINISTRATION DATA

Task Order Manager (TOM)

ATTN: MAGGIE ZILIUS W05

NAVAL SURFACE WARFARE CENTER DAHLGREN

WARFARE SYSTEMS PROGRAM OFFICE

17214 AVENUE B SUITE 123

DAHLGREN, VA 22448-5147

Phone: (540) 653-7314

margaret.zilius@navy.mil

.

Alternate Task Order Manager (ATOM):

ATTN: TBD

NAVAL SURFACE WARFARE CENTER DAHLGREN

WARFARE SYSTEMS PROGRAM OFFICE

17214 AVENUE B SUITE 123

DAHLGREN, VA 22448-5147

PHONE: (540) 653-

.

Contracting Officer:

ATTN: KITTY HALL XDS12

NAVAL SURFACE WARFARE CENTER DAHLGREN

CONTRACTS DIVISION

17632 DAHLGREN ROAD SUITE 157

DAHLGREN VA 22448-5154

PHONE: (540) 653-4605

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kathryn.hall@navy.mil

Contract Specialist:

ATTN: MARY BETH CARTER XDS126

NAVAL SURFACE WARFARE CENTER DAHLGREN

CONTRACTS DIVISION

17632 DAHLGREN ROAD SUITE 157

DAHLGREN VA 22448-5154

PHONE: (540) 653-4205, FAX: (540) 653-4089

mary.b.carter@navy.mil

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

SPECIAL INVOICING INSTRUCTIONS/SPECIAL PAYMENT INSTRUCTIONS

In an effort to utilize funds prior to cancellation and to ensure that funds are expensed in accordance with expenditure benchmarks for the multiple programs funding the contract effort, the contractor shall coordinate the invoicing of funds with the TOM/ATOM and the paying office shall disburse funds in accordance with the contractor's voucher.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

Base Period

SLIN	ALLOTTED TO COST	ALLOTTED TO FEE	TOTAL	POP	FUNDED THRU
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0001AA	██████████	██████████	\$1,583,382	3-21-2005 - 9-30-2005	09/30/05
0003AA	\$-	\$-	\$500	3-21-2005 - 9-30-2005	9/30/2005
TOTAL	██████████	██████████	\$1,583,882		

Option 1

SLIN	Allotted to Cost	Allotted to Fee	Total	Estimated Period of Performance
0001BA	██████████	██████████	\$2,944,113	10/01/2005 - 09/30/2006
0003BA	\$6,500	\$0	\$6,500	10/01/2005 - 09/30/2006
TOTAL			\$2,950,613	

Option 2

SLIN	Allotted to Cost	Allotted to Fee	Total	Estimated Period of Performance
0001CA	██████████	██████████	\$3,077,264	10/01/2006 - 09/30/2007
0001CB	██████████	██████████	\$28,680	07/26/2007 - 09/30/2007
0003CA	\$3,292	\$0	\$3,292	10/01/2006 - 09/30/2007
TOTAL			\$3,109,236	

Option 3

SLIN	Allotted to Cost	Allotted to Fee	Total	Estimated Period of Performance
0001DA	██████████	██████████	\$2,659,502	10/01/2007 - 09/30/2008
0003DA	\$3,400	\$0	\$3,400	
TOTAL			\$2,662,902	

Option 4

SLIN	Allotted to Cost	Allotted to Fee	Total	Estimated Period of Performance
0001EA	██████████	██████████	\$1,243,883	10/01/2008 - 04/04/2009
0003EA	\$2,497	\$0	\$2,497	
TOTAL			\$1,246,380	

Mod 56

Option 5

CLIN	Allotted to Cost	Allotted to Fee	Total	Estimated Period of Performance

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0004AA			\$3,053,854	04/05/2009-04/04/2010
0006AA	\$4,976	\$0	\$4,976	
TOTAL			\$3,058,830	

Mod -56

Option 6

CLIN	Allotted to Cost	Allotted to Fee	Total	Estimated Period of Performance
0004BA			\$1,058,650	04/05/2010-08/31/2010
0006BA	\$2,011	\$0	\$2,011	
TOTAL			\$1,060,661	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of.

FUNDING PROFILE (Base Period)

It is estimated that these incremental funds will provide for 16,720 manhours (16,603 compensated and 117 uncompensated). The following details funding to date:

SLIN	SLIN ECPFF	FUNDS THIS ACTION	PREVIOUS FUNDING	TOTAL FUNDED	BALANCE UNFUNDED
0001AA	\$3,540,645	\$-	\$1,583,382	\$1,583,382	\$1,957,263
0003AA	\$27,000	\$-	\$500	\$500	\$26,500
TOTAL	\$3,567,645	\$-	\$1,583,882	\$1,583,882	\$1,983,763

FUNDING PROFILE (FY 06)

It is estimated that these incremental funds will provide for 30,575 manhours (30,397 compensated and 178 uncompensated). The following details funding to date:

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SLIN	SLIN ECPFF	Funds Obligated this Action	Funds Transferred this Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED
0001BA	\$4,301,784	\$0	\$0	\$2,944,113	\$2,944,113	\$1,357,671
0003BA	\$36,000			\$6,500	\$6,500	\$29,500
TOTAL	\$4,337,784	\$0	\$0	\$2,950,613	\$2,950,613	\$1,387,171

FUNDING PROFILE (FY 07)

It is estimated that these incremental funds will provide for 30,764 manhours (0001CA: 30,301 compensated and 177 uncompensated/0001CB: 285 compensated and 1 uncompensated). The following details funding to date:

SLIN	SLIN ECPFF	Funds Obligated this Action	Funds Transferred/Deobligated this Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED
0001CA	\$4,441,882	\$0	\$0	\$3,077,264	\$3,077,264	\$1,364,618
0001CB	\$34,266	\$0	\$0	\$28,680	\$28,680	\$5,586
0003CA	\$36,000	\$0	\$0	\$3,292	\$3,292	\$32,708
TOTAL	\$4,512,148	\$0	\$0	\$3,109,236	\$3,109,236	\$1,402,912

FUNDING PROFILE (FY 08)

It is estimated that these incremental funds will provide for 25,696 manhours (0001DA: 25,546 compensated and 150 uncompensated). The following details funding to date:

SLIN	SLIN ECPFF	Funds Deobligated this Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED
0001DA	\$4,432,516	\$0	\$2,659,502	\$2,659,502	\$1,773,014
0003DA	\$36,000	\$0	\$3,400	\$3,400	\$32,600
TOTAL	\$4,468,516	\$0	\$2,799,238	\$2,662,902	\$1,805,614

FUNDING PROFILE (FY 09 - Option 4)

It is estimated that these incremental funds will provide for 11,176 manhours (0001EA: 11,111 compensated and 65 uncompensated). The following details funding to date:

CLIN	CLIN ECPFF	Funds Obligated this Action	Funds De-Obligated this Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED
0001EA	\$2,280,534	\$0	\$0	\$1,243,883	\$1,243,883	\$1,036,651
0003EA	\$36,000	\$0	\$0	\$2,497	\$2,497	\$33,503
TOTAL	\$2,316,534	\$0	\$0	\$1,246,380	\$1,246,380	\$1,070,154

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FUNDING PROFILE (FY 09/10 - Option 5)

It is estimated that these incremental funds will provide for 27,231 manhours. The following details funding to date:

OPTION 5 CLIN	SLIN ECPFF	Funds Obligated this Action	Previous Funding Mod 52	TOTAL Funded Amount	Balance UNFUNDED
0004AA	\$4,698,187	\$74,000	\$2,979,854	\$3,053,854	\$1,644,333
0006AA	\$36,000	\$0	\$4,976	\$4,976	\$31,024
TOTAL	\$4,734,187	\$74,000	\$2,984,830	\$3,058,830	\$1,675,357

FUNDING PROFILE (FY 10 - Option 6)

It is estimated that these incremental funds will provide for 9,445 manhours. The following details funding to date:

OPTION 6 CLIN	SLIN ECPFF	Funds Obligated this Action	Previous Funding Mod 52	TOTAL Funded Amount	Balance UNFUNDED
0004BA	\$2,400,115	\$113,117	\$945,533	\$1,058,650	\$1,341,465
0006BA	\$18,000	\$0	\$2,011	\$2,011	\$15,989
TOTAL	\$2,418,115	\$113,117	\$947,544	\$1,060,661	\$1,357,454

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

TOTAL MANHOURS	Compensated	Uncompensated	Total
Base Period	37,129	260	37,389
Option 1	44,415	260	44,675
Option 2	44,415	260	44,675
Option 3	35,126	260	42,826
Option 4	20,360	130	20,490
Option 5	41,894		41,894
Option 6	21,413		21,413

(b) Of the total man-hours of direct labor set forth above, it is estimated that 1,560 are uncompensated effort.

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

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

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and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

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

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

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

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

Fee Reduction = Fee (Required LOE - Expended LOE)

Required LOE

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

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

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

(j) Deleted per Amendment 0001

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

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

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR. Attendance at workshops or symposiums is considered training for purposes of this clause.

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

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

SUBMISSION OF INVOICES (COST REIMBURSEMENT, TIME AND MATERIALS, LABOR HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim

payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

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

Defense Contract Audit Agency

6800 Versar Center, Suite 329

Springfield, VA 22151-4147

Telephone: (703) 325-9542

Fax: (703) 325-0411

E-Mail: dcaa-fao6331@dcaa.mil

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A copy of every invoice shall also be provided to the individual listed below, at the address shown below:

.

Task Order Manager (TOM)

ATTN: MAGGIE ZILIUS W05

NAVAL SURFACE WARFARE CENTER DAHLGREN

WARFARE SYSTEMS PROGRAM OFFICE

17214 AVENUE B SUITE 123

DAHLGREN, VA 22448-5147

Phone: (540) 653-7314

margaret.zilius@navy.mil

.

Alternate Task Order Manager (TOM):

ATTN: TBD

NAVAL SURFACE WARFARE CENTER DAHLGREN

WARFARE SYSTEMS PROGRAM OFFICE

17214 AVENUE B SUITE 123

DAHLGREN, VA 22448-5147

.

Contract Specialist:

ATTN: MARY BETH CARTER XDS126

NAVAL SURFACE WARFARE CENTER DAHLGREN

CONTRACTS DIVISION

17632 DAHLGREN ROAD SUITE 157

DAHLGREN VA 22448-5154

.

ATTN: VENDOR PAY XDM24I

NAVAL SURFACE WARFARE CENTER DAHLGREN

COMPROLLER DIVISION

17632 DAHLGREN ROAD SUITE 202

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DAHLGREN VA 22448-5154

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

(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 contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than thirty (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 contract

(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 required with each invoice submittal.

is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

(g) The Contractor's final invoice shall be identified as such, and shall list all

other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the

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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, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

(End of clause)

Accounting Data		
SLINID	PR Number	Amount

0001AA	See Attachment J.7	624000.00
LLA :		
See Attachment J.7		
0003AA	See Attachment J.7	3000.00
LLA :		
See Attachment J.7		
BASE Funding 627000.00		
Cumulative Funding 627000.00		
MOD 01		
0001AA	See Attachment J.8	283395.00
LLA :		
See Attachment J.7		
MOD 01 Funding 283395.00		
Cumulative Funding 910395.00		
MOD 02		
0001AA		675987.00
LLA :		
See Attachment J.11		
MOD 02 Funding 675987.00		
Cumulative Funding 1586382.00		
MOD 03		
0001BA	.	502000.00
LLA :		
See Attachment J.12		
MOD 03 Funding 502000.00		
Cumulative Funding 2088382.00		
MOD 04		
0001BA	.	130700.00
LLA :		
See Attachment J.13		
MOD 04 Funding 130700.00		
Cumulative Funding 2219082.00		
MOD 05		
0001BA	.	165000.00

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LLA :
See Attachment J.14

0003AA . (2500.00)

LLA :

AF .

Funds are transferred between SLINS; ACRNs, SLINs, and amounts are identified in Mod 05, paragraph 2.

0003BA 2500.00

LLA :

AF .

Funds are transferred between SLINs; ACRNs, SLINs, & amounts are identified in Mod 05, paragraph 2.

MOD 05 Funding 165000.00
Cumulative Funding 2384082.00

MOD 06

0001BA . 60000.00

LLA :

See Attachment J.15

MOD 06 Funding 60000.00
Cumulative Funding 2444082.00

MOD 07

0001BA . 335000.00

LLA :

See Attachment J.16

MOD 07 Funding 335000.00
Cumulative Funding 2779082.00

MOD 08

0001BA . 408000.00

LLA :

See Attachment J.17

MOD 08 Funding 408000.00
Cumulative Funding 3187082.00

MOD 09

0001BA . 1251527.00

LLA :

AA Accounting Data for Mod 09 can be found on Page 2 under General Information.

MOD 09 Funding 1251527.00
Cumulative Funding 4438609.00

MOD 10

0001BA . 186000.00

LLA :

AA Accounting Data for Mod 10 can be found on Page 2 under General Information.

0003BA 4000.00

LLA :

BB .

Funds (\$4,000) are transferred from 0001BA to 0003BA. SLINs, & amounts for Mod 10 are identified on Page 2 under General Information.

MOD 10 Funding 190000.00
Cumulative Funding 4628609.00

MOD 11

0001BA . (76114.00)

LLA :

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AA Accounting Data for Mod 11 can be found on Page 2, Items 2 and 5, under General Information.

0001CA 476114.00

LLA :

AA Accounting Data for Mod 11 can be found on Page 2, Items 3 and 5, under General Information

0003CA 5000.00

LLA :

AA Accounting Data for Mod 11 can be found on Page 2, Item 4, under General Information.

MOD 11 Funding 405000.00
Cumulative Funding 5033609.00

MOD 12

0001BA (18000.00)

LLA :

AA Accounting Data for Mod 12 can be found on Page 2, Items 2 and 5, under General Information.

0001CA 572125.00

LLA :

AA Accounting Data for Mod 12 can be found on Page 2, Items 3 and 5, under General Information

MOD 12 Funding 554125.00
Cumulative Funding 5587734.00

MOD 14

0001CA 95000.00

LLA :

AA Accounting Data for Mod 14 can be found on Page 2, Item 1, under General Information

MOD 14 Funding 95000.00
Cumulative Funding 5682734.00

MOD 15

0001CA 656286.00

LLA :

AA Accounting Data for Mod 14 can be found on Page 2, Item 1, under General Information

MOD 15 Funding 656286.00
Cumulative Funding 6339020.00

MOD 16

0001CA 265000.00

LLA :

AA Accounting Data for Mod 16 can be found on Page 2, Item 1, under General Information

MOD 16 Funding 265000.00
Cumulative Funding 6604020.00

MOD 17

0001CA 316000.00

LLA :

AA Accounting Data for Mod 17 can be found on Page 2, Item 1, under General Information

ACRN CJ \$16,000/ACRN CR \$300,000

MOD 17 Funding 316000.00
Cumulative Funding 6920020.00

MOD 18

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0001CA 317708.00
 LLA :
 AA .Accounting Data for Mod 18 can be found on Page 2, Item 1, under General Information
 ACRN CP \$97,708/ACRN CK \$100,000/ACRN CJ \$40,000/ACRN CS \$50,000/ACRN CT \$30,000

MOD 18 Funding 317708.00
 Cumulative Funding 7237728.00

MOD 19

0001CA 218716.00
 LLA :
 AA Accounting Data for Mod 19 can be found on Page 2, Item 1, General Information
 ACRN CU/\$150,000; ACRN CV/\$68,716

0001CB 34266.00
 LLA :
 AA Accounting Data for Mod 19 can be found on Page 2, Item 2, General Information
 FMS Case# JA-P-LUH
 ACRN CW/\$34,266

MOD 19 Funding 252982.00
 Cumulative Funding 7490710.00

MOD 20

0001CA 256773.00
 LLA :
 AA Accounting Data for Mod 20 may be found on Page 2, Item 1, General Information
 ACRN CX/\$100,000; ACRN CY/\$152,000; ACRN CZ/\$5,545; ACRN DA/\$14,246; ACRN
 CV/- \$15,021 (decrease)

MOD 20 Funding 256773.00
 Cumulative Funding 7747483.00

MOD 21

0001DA 288610.00
 LLA :
 AA .
 Accounting Data for Mod 21 may be found on Page 2, Item 1, General Information ACRN
 DB/\$23,637; ACRN DC/\$19,125; ACRN DD/\$50,000; ACRN DE/\$132,848; ACRN DF/\$13,000;
 ACRN DG/\$50,000.

MOD 21 Funding 288610.00
 Cumulative Funding 8036093.00

MOD 22

0001DA 102000.00
 LLA :
 AA .
 Accounting Data for Mod 22 may be found on Page 2, Item 1, General Information ACRN
 DH/\$102,000

MOD 22 Funding 102000.00
 Cumulative Funding 8138093.00

MOD 23

0001CA (121016.00)
 LLA :
 AA .
 Accounting Data for Mod 23 may be found on Page 2, Item 2, General Information ACRN
 CU/- \$67,321 (decrease); ACRN CV/- \$53,695 (decrease)= \$121,016

0001CB (5871.00)
 LLA :
 AA .
 Accounting Data for Mod 23 may be found on Page 2, Item 3, General Information FMS
 Case# JA-P-LUH, ACRN CW/- \$5,871

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0001DA 171016.00

LLA :
AA .

Accounting Data for Mod 23 may be found on Page 2, Items 1 and 2, General Information ACRN CU/\$67,321, ACRN CV/\$53,695, ACRN DJ/\$50,000 = \$171,016

0003CA (1708.00)

LLA :
AA .

Accounting Data for Mod 23 can be found on Page 2, Item 3, under General Information. ACRN BT/- \$1,708 (decrease)

MOD 23 Funding 42421.00
Cumulative Funding 8180514.00

MOD 24

0001DA 279467.00

LLA :
AA .

Accounting Data for Mod 24 may be found on Page 2, Items 1 and 2, General Information: ACRN DK/\$10,000, ACRN DL/\$20,000, ACRN DM/\$30,000, ACRN DN/\$10,000, DP/\$107,326, DQ/\$41,141, DR/20,000, DS/\$41,000 = \$279,467

0003DA 1700.00

LLA :
AA .

Accounting Data for Mod 24 may be found on Page 2 under General Information, ACRN DP/\$1,700.

MOD 24 Funding 281167.00
Cumulative Funding 8461681.00

MOD 25

0001DA 323906.00

LLA :
AA .

Accounting Data for Mod 25 may be found on Page 2, Items 1 and 2, General Information: ACRN DT/\$3,906, ACRN DU/\$50,000, ACRN DM/\$90.00 (Amount included in funding totals processed under Mod 24), ACRN DV/\$30,000, DK/\$100,000, DW/\$40,000 = \$223,906

MOD 25 Funding 323906.00
Cumulative Funding 8785587.00

MOD 26

0001DA 181000.00

LLA :
AA .

Accounting Data for Mod 26 may be found on Page 2, Items 1 and 2, General Information: ACRN DY/\$30,000, ACRN DZ/\$20,000, ACRN EA/\$25,000, ACRN EB/\$50,000, ACRN EC/\$21,000, ACRN ED/\$35,000 = \$181,000

MOD 26 Funding 181000.00
Cumulative Funding 8966587.00

MOD 27

0001DA 462000.00

LLA :
AA .

Accounting Data for Mod 27 may be found on Page 2, Item 1, General Information: ACRN EE/\$133,723, ACRN EF/\$20,321, ACRN DK/\$65,000, ACRN EG/\$140,000, ACRN DZ/\$31,000, ACRN EG/\$71,956 = \$462,000

MOD 27 Funding 462000.00
Cumulative Funding 9428587.00

MOD 28

0001CA 24558.00

LLA :

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AA .

Accounting Data for Mod 28 may be found on Page 2, Item 2, General Information ACRN EK/\$24,558.00

0001CB 285.00

LLA :

AA .

Accounting Data for Mod 28 may be found on Page 2, Item 3, General Information FMS Case# JA-P-LUH, ACRN EL/\$285.00

0001DA 201374.00

LLA :

AA .

Accounting Data for Mod 28 may be found on Page 2, Item 1, General Information: ACRN ED/\$15,000, ACRN EJ/\$186,374 = \$201,374

MOD 28 Funding 226217.00
Cumulative Funding 9654804.00

MOD 29

0001DA 231749.00

LLA :

AA .

Accounting Data for Mod 29 May be found on Page 2, Item 1, General Information: ACRN EK/\$50,441; ACRN DR/\$28,100; ACRN EL/\$20,320; ACRN DU/\$32,045; ACRN EG/36,765; ACRN EM/\$15,105; ACRN EN/\$32,045; ACRN EP/\$16,928 = \$231,749

MOD 29 Funding 231749.00
Cumulative Funding 9886553.00

MOD 30

0001DA 242471.00

LLA :

AA .

Accounting Data for Mod 30 may be found on Page 2, Item 1, General Information: ACRN EJ/\$15,000; ACRN EQ/\$29,496; ACRN ES/\$29,496; ACRN ER/\$14,327; ACRN ET/6,300; ACRN EU/\$17,575; ACRN DJ/\$130,277

0003DA 700.00

LLA :

AA .

Accounting Data for Mod 30 may be found on Page 2 under General Information, ACRN ET/\$700.

MOD 30 Funding 243171.00
Cumulative Funding 10129724.00

MOD 31

0001DA 373409.00

LLA :

AA .

Accounting Data for Mod 31 may be found on Page 2, Item 1, General Information: ACRN EV/\$61,164; ACRN EV/\$61,164; ACRN EW/\$26,343; ACRN EX/\$72,170; ACRN DU/8,000; ACRN EY/\$15,000; ACRN EZ/\$20,000; ACRN FA/\$13,000; ACRN FB/\$41,118; ACRN EG/\$47,700; ACRN FC/\$7,750

0003DA 1000.00

LLA :

AA .

Accounting Data for Mod 31 may be found on Page 2 under General Information, ACRN EW/\$1,000.

MOD 31 Funding 374409.00
Cumulative Funding 10504133.00

MOD 32

0001DA (61164.00)

LLA :

AA .

Accounting Data for Mod 32 may be found on Page 2, Item 2, General Information: DECREASE EV/- \$61,164

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0001EA 455000.00

LLA :

AA .

Accounting Data fro Mod 32 may be found on Page 2, Item 1, General Information:

ACRN DK/\$200,000; ACRN EG/\$10,000; ACRN ED/\$60,000; ACRN DU/\$6,667; ACRN EM/\$6,667;
ACRN EZ/\$6,666; ACRN FD/\$31,000; ACRN FE/\$30,000; ACRN FF/\$50,000; ACRN FG/\$24,000;
ACRN FH/\$30,000

MOD 32 Funding 393836.00

Cumulative Funding 10897969.00

MOD 33

0001EA 212215.00

LLA :

AA .

Accounting Data for Mod 33 may be found on Page 2, Item 1, General Information:

ACRN EJ/\$136,421; ACRN FK/\$75,764

0003EA 300.00

LLA :

AA .

Accounting Data for Mod 33 may be found on Page 2, Item 2, General Information:

ACRN EJ/\$300

MOD 33 Funding 212515.00

Cumulative Funding 11110484.00

MOD 34

0001DA (136336.00)

LLA :

AA .

Accounting Data for Mod 34 may be found on Page 2, Item 2, General Information:

DECREASE EG/-/\$31,166; EX/-/\$72,170; EZ/-/\$20,000; FA/-/\$13,000

0001EA 169910.00

LLA :

AA .

Accounting Data for Mod 34 may be found on Page 2, Item 1, General Information:

ACRN FL/\$11,946; ACRN FM/\$42,455; ACRN FN/\$115,509

MOD 34 Funding 33574.00

Cumulative Funding 11144058.00

MOD 35

0001EA 80670.00

LLA :

AA .

Accounting Data for Mod 35 may be found on Page 2, Item 1, General Information:

ACRN EX/\$70,670; ACRN FP/\$10,000

0003EA 1500.00

LLA :

AA .

Accounting Data for Mod 35 may be found on Page 2, Item 2, General Information:

ACRN EX/\$1,500

MOD 35 Funding 82170.00

Cumulative Funding 11226228.00

MOD 36

0001EA 314888.00

LLA :

AA .

Accounting Data for Mod 36 may be found on Page 2, Item 1, General Information:

ACRN FZ/\$60,000; FM/\$40,610; FR/\$20,000; FS/\$22,265; FT/\$3,539, \$5,601, and
\$32,625; FU/\$44,235; FV/\$11,505 and \$18,219; FW/\$4,211; FX/\$4,036; FY/\$20,872;
FZ/\$20,000; GA/\$7,170

MOD 36 Funding 314888.00

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Cumulative Funding 11541116.00

MOD 37

0001EA 33000.00

LLA :
AA .

Accounting Data for Mod 37 may be found on Page 2, Item 1, General Information:
ACRN EZ/\$14,500 and GB/\$18,500

MOD 37 Funding 33000.00

Cumulative Funding 11574116.00

MOD 38

0001EA (21800.00)

LLA :
AA .

Accounting Data for Option 4, SLIN 000EA, Mod 38 may be found under Item 3 (a) and
(b) of the General Information section: ACRN GC/\$51,305, GD/\$6,895, and
EJ/-80,000.

0003EA 697.00

LLA :
AA .

Accounting Data for Mod 38 may be found in the General Information section, Item
3(c): ACRN GD/\$697.

0004AA 205668.00

LLA :
AA .

Accounting Data for Mod 38 may be found in the General Information section, Item
2(a): ACRN GC/\$33,000; ACRN GD/\$23,018; ACRN GE/\$109,650; and ACRN GE/40,000.

0006AA 350.00

LLA :
AA .

Accounting Data for Mod 38 may be found in the General Information section, Item
2(b): ACRN GE/\$350.00

MOD 38 Funding 184915.00

Cumulative Funding 11759031.00

MOD 39

0004AA 79700.00

LLA :
AA .

Accounting Data for Mod 39 may be found in the General Information section, Item
1(a): ACRN GC/\$79,700

0006AA 300.00

LLA :
AA .

Accounting Data for Mod 38 may be found in the General Information section, Item
1(b): ACRN GC/\$300.00

MOD 39 Funding 80000.00

Cumulative Funding 11839031.00

MOD 40

0004AA 74650.00

LLA :
AA .

Accounting Data for Mod 40 may be found in the General Information section, Item
1(a): ACRN GF/\$74,650

0006AA 350.00

LLA :
AA .

Accounting Data for Mod 40 may be found in the General Information section, Item
1(b): ACRN GF/\$350.00

MOD 40 Funding 75000.00

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Cumulative Funding 11914031.00

MOD 41

0004AA 171446.00

LLA :
AA .

Accounting Data for Mod 41 may be found in the General Information section, Item 1(a): ACRN GC/\$11,160; ACRC GG/\$20,000; ACRN GJ/\$64,176; ACRN GK/\$43,169; ACRN GH/\$32,941

0006AA 2839.00

LLA :
AA .

Accounting Data for Mod 41 may be found in the General Information section, Item 1(b): ACRN GJ/\$1,813.00; ACRN GK/\$967.00; ACRN GH/\$59.00

MOD 41 Funding 174285.00

Cumulative Funding 12088316.00

MOD 42

0004AA 259043.00

LLA :
AA .

Accounting Data for Mod 42 may be found in the General Information section, Item 1: ACRN GL/\$61,000; ACRC GM/132,000; ACRN GN/\$66,043

0006AA 893.00

LLA :
AA .

Accounting Data for Mod 42 may be found in the General Information section, Item 2: ACRN GN/\$893.00

MOD 42 Funding 259936.00

Cumulative Funding 12348252.00

MOD 43

0004AA 294400.00

LLA :
AA .

Accounting Data for Mod 43 may be found in the General Information section, Item 1: ACRN GP/\$105,000/O&MN; ACRN GP \$189,400/O&MN

0006AA 600.00

LLA :
AA .

Accounting Data for Mod 43 may be found in the General Information section, Item 2: ACRN G9/\$600.00/O&MN

MOD 43 Funding 295000.00

Cumulative Funding 12643252.00

MOD 44

0004AA 135425.00

LLA :
AA .

Accounting Data for Mod 44 may be found in the General Information section, Item 1: ACRN FM/\$27,447/O&MN; ACRN GQ \$30,777; ACRN FT/\$43,692; ACRN GR/\$21,059; ACRN GR/\$12,450

MOD 44 Funding 135425.00

Cumulative Funding 12778677.00

MOD 45

0004AA 977861.00

LLA :
AA .

Accounting Data for Mod 45 may be found in the General Information section, Item 1.

0006AA 3710.00

LLA :

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AA .

Accounting Data for Mod 45 may be found in the General Information section, Item 2.

MOD 45 Funding 981571.00
Cumulative Funding 13760248.00

MOD 46

0004AA 382016.00

LLA :

AA .

Accounting Data for Mod 46 may be found in the General Information section, Item 1.

MOD 46 Funding 382016.00
Cumulative Funding 14142264.00

MOD 47

0004AA 481193.00

LLA :

AA .

Accounting Data for Mod 47 may be found in the General Information section, Item 1.

0006AA 780.00

LLA :

AA .

Accounting Data for Mod 47 may be found in the General Information section, Item 2.

MOD 47 Funding 481973.00
Cumulative Funding 14624237.00

MOD 48

0004AA 4153.00

LLA :

AA .

Accounting Data for Mod 48 may be found in the General Information section, Item 3.

0004BA 511028.00

LLA :

AA .

Accounting Data for Option 6, Mod 48 may be found in the General Information Section, Item 2(a).

0006BA 485.00

LLA :

AA .

Accounting Data for Mod 48 may be found in the General Information Section, Item 2(b).

MOD 48 Funding 515666.00
Cumulative Funding 15139903.00

MOD 49

0004BA 87816.00

LLA :

AA .

Accounting Data for Option 6, Mod 49 may be found in the General Information Section, Item 1(a).

0006BA 26.00

LLA :

AA .

Accounting Data for Mod 49 may be found in the General Information Section, Item 1(b).

MOD 49 Funding 87842.00
Cumulative Funding 15227745.00

MOD 50

0004AA 8801.00

LLA :

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AA .

Accounting Data for Mod 50 may be found in the General Information section, Item 3.

0004BA 305358.00

LLA :

AA .

Accounting Data for Option 6, Mod 50 may be found in the General Information Section, Item 1(a).

0006BA 1500.00

LLA :

AA .

Accounting Data for Mod 49 may be found in the General Information Section, Item 1(b).

MOD 50 Funding 315659.00

Cumulative Funding 15543404.00

MOD 51

0004AA 113117.00

LLA :

AA .

Accounting Data for Mod 51 may be found in the General Information section, Item 3.

0004BA (113117.00)

LLA :

AA .

Accounting Data for Option 6, Mod 50 may be found in the General Information Section, Item 1(a).

MOD 51 Funding 0.00

Cumulative Funding 15543404.00

MOD 52

0004AA 3588.00

LLA :

AA .

Accounting Data for Mod 52 may be found in the General Information Section, Item 1.

0004BA 106071.00

LLA :

AA .

Accounting Data for Option 6, Mod 52 may be found in the General Information Section, Item 2.

MOD 52 Funding 109659.00

Cumulative Funding 15653063.00

MOD 53

0004AA (355632.00)

LLA :

AA .

Accounting Data for Mod 53 may be found in the General Information Section, Item 1(a).

0004BA 100712.00

LLA :

AA .

Accounting Data for Option 6, Mod 53 may be found in the General Information Section, Item 2(a).

0006AA (4846.00)

LLA :

AA .

Accounting Data for Mod 47 may be found in the General Information section, Item 2.

0006BA 464.00

LLA :

AA .

Accounting Data for Mod 53 may be found in the General Information Section, Item 2(b).

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MOD 53 Funding -259302.00
Cumulative Funding 15393761.00

MOD 54

0004AA 144425.00

LLA :
AA .

Accounting Data for Mod 54 may be found in the General Information Section.

0004BA (140414.00)

LLA :
AA .

Accounting Data for Option 6, Mod 54 may be found in the General Information Section.

0006BA (464.00)

LLA :
AA .

Accounting Data for Mod 54 may be found in the General Information Section.

MOD 54 Funding 3547.00
Cumulative Funding 15397308.00

MOD 55

0004BA 88079.00

LLA :
AA .

Accounting Data for Option 6, Mod 55 may be found in the General Information Section.

MOD 55 Funding 88079.00
Cumulative Funding 15485387.00

MOD 56

0004AA 74000.00

LLA :
AA .

Accounting Data for Mod 56 may be found in the General Information Section.

0004BA 113117.00

LLA :
AA .

Accounting Data for Option 6, Mod 55 may be found in the General Information Section.

MOD 56 Funding 187117.00
Cumulative Funding 15672504.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H clauses are in accordance with Section H of the IDIQ contract and otherwise as incorporated below.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance-based contract as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included as attachment J.5.

(b) The QASP defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site.

<http://cpars.navy.mil>

MANDATORY REQUIREMENTS

Requirement 1: Organization Conflict of Interest. The offerer shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest.

Requirement 2: Security Clearance. Employees must possess SECRET security clearances.

Requirement 3: Facility Location. The offerer's primary facility for key personnel must be within a 1 hour commuting distance of NSWCDD.

KEY PERSONNEL – DESIRED QUALIFICATIONS

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

(a) Experience – The desired experience for each Key Labor Category is listed in Attachment J.5.

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The years of experience listed in Attachment J.5 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) Accumulation Of Qualifying Experience - Categories of experience may be accumulated concurrently.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

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

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(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

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

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

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

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

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

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

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

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

Employee Signature and Date Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be

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dated earlier than the issue date of this solicitation.

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

Ddl-H11 CHANGES IN KEY PERSONNEL

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

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

- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute; and
 - (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in an attachment to the order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the order.

NON-KEY PERSONNEL - MINIMUM QUALIFICATIONS

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

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POST AWARD CONTRACT PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key personnel and non-key personnel qualifications certification may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions signed by the Contracting Officer specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

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

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

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the periods specified in Section B. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

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

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 Statement of Work

Attachment J.2 DD 1423

Attachment J.3 DD 254, REV 2 (Mod 47)

Attachment J.4 QA Plan

Attachment J.5 Key Personnel Requirements

Attachment J.6 Non-Key Personnel

Attachment J.7 Award Funding, REV 1

Attachment J.8 Modification 01 Funding

Attachment J.9 TOM Appointment (Mod 22)

Attachment J.10 ATOM Appointment

Attachment J.11 Revised-Revised Accounting & Appropriation Data for Funds in Modification 02, Provided in Modification 05

Attachment J.12 Modification 03

Attachment J.13 Modification 04

Attachment J.14 Modification 05

Attachment J.15 Modification 06

Attachment J.16 Modification 07

Attachment J.17 Modification 08

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AID #122550

SECTION C STATEMENT OF WORK

C.1 PERFORMANCE OBJECTIVE

The Surface Ship Program Office (SSPO) has been established to promote synergy across warfare and combat system development and ship acquisition programs within the Naval Surface Warfare Center Dahlgren Division (NSWCDD) and to work with the NSWCDD and N-Department business offices to ensure compatibility of systems and processes. Business and administrative support functions have been consolidated under a centralized Business Office to promote commonality of business operations across all department programs. Major programs currently under the auspices of the SSPO include: AEGIS (cruisers and destroyers); AEGIS Ballistic Missile Defense (ABMD); Future Surface Combatants (FSC) including DDX, LCS, and CGX; TeamCX (carriers and amphibs), and Ship Defense Systems (SDS). Related programs are also supported by the SSPO such as Open Architecture and Under Sea Warfare (USW). The contractor shall provide business and administrative support services to assist in the development, implementation, and integration of the SSPO business organization across all designated programs and compatibility with Department and Center business processes and policies.

C.2 PERFORMANCE REQUIREMENTS

C.2.1 TASK AREA 1: BUSINESS STRATEGY

Budgets are declining while expectations are increasing. As such, both accountability and performance are necessary for survival in today's environment. The contractor shall provide required expertise to evaluate current and future SSPO business operational requirements and, where appropriate, recommend changes that can bring the realization of efficiencies through enhanced business processes and cost savings measures. While the SSPO is now concerned with a numerous Surface Ship applications, relevant experiences and infrastructure components established by its predecessor, the AEGIS Program Office, will be used as the initiating basis for these studies and considered for use in future SSPO operations. The contractor shall participate in multi-disciplined study teams, perform independent assessments, or rely on previous knowledge and experience, as appropriate, to recommend business operation procedures that will ensure effective integrated business practices. Studies and assessments supporting business operations and planning should address, but not be limited to, the following:

- Strategic Planning
 - Current organizational structures and objectives
 - Past management practices and methodologies
- Effects of Department, Center, and Navy Transformation
- Congressional budgets that affect SSPO programs
- Historical data and trends in financial allocations and expenditures
- Availability and health of the resources (eg, personnel, skills, tools)
- Customer requirements and performance satisfaction
- Available management tools and infrastructure

Guidelines for development of SSPO operations include:

- Common business processes adaptable to individual program and customer requirements and preferences
- Integrated resource planning and management across programs
- Defined managers, stakeholders, and team members responsibilities
- Documented procedures for planning, monitoring, and reporting progress
- Maximum utilization of center-wide management support tools
- Established communication techniques among participants
- Accountability at all organization levels of program
- Risk planning, analysis, monitoring, and control
- Performance metrics and quantitative analyses
- Established plans for continuous process improvement.

Deliverables under this task area shall include the following Business Strategy Documentation (CDRL A001):

- Assessment reports
- Strategic planning documents
- Mission statements
- Position roles & responsibility definitions
- Risk mitigation studies
- Performance criteria documentation
- Process improvement plans
- Point papers and/or viewgraph briefings.

C.2.2 TASK AREA 2: BUSINESS SUPPORT TOOLS

Savings through cost efficiencies is a requirement in today's fiscal environment. The objective of the SSPO is gain efficiencies through the use common business tools and processes to support all programs. The current tools, databases and infrastructure employed by the SSPO were developed and implemented in support of the AEGIS Program Office to augment those supporting NSWCCD operations. Two tools are currently used to support program planning and financial operations: 1) TeamPlay, a commercial software application used for cost estimation, schedule planning, and execution tracking through integration with the Dahlgren Resource Automated Tracking System (DRATS) and 2) the Integrated Budget Planning and Execution System (IBPES), an integrated software tool used to track financial executions downloaded from the Corporate Data Base (CDB) against planned and allocated budgets. The Contractor shall provide the skills, services and resources required to maintain these systems with supporting databases and documentation and to develop enhancements and additional tools and databases required to support integrated SSPO operations. Specific tasks should include, but not be limited to, the following:

- Coordinate with the N-Department User's Assistance Group (UAG) to maintain management and financial support tools and related databases on the SSPO Network;
- Assist other department and Center business tool developers to ensure changes and enhancements continue to support integration and synergy across programs and processes.
- Management Local Area Network (LAN) administration and coordination as it relates to management and financial support systems;
- Provide operational maintenance of management and financial support tools and related databases:
 - Create new database as needed to support new reporting requirements,
 - Convert data into new database structures as required,
 - Implement and modify program structures within the tools to properly reflect current program Work Breakdown and Project Element structures;
 - Modify interfaces as required to maintain connectivity with other SSPO and NSWCDD tools and databases;
 - Monitor data exchanges to ensure correct transfer of information;
 - Troubleshoot and correct problems in all systems modules as required;
 - Maintain past year data in readily accessible archive files.
- Maintain configuration control of management and financial support tools:
 - Review trouble reports and user requests for systems changes and/or enhancements;
 - Review program support requirements and make recommendations for enhancements to improve performance and system efficiencies;
 - Provide technical reviews and expertise to support the Configuration Change Control reviews;
 - Develop, test, and implement approved changes and enhancements.
- Document capabilities and procedures for operation of all modules within SSPO management and financial support tools;
- Establish and maintain processes for providing routine assistance to operators and users relative to system operating techniques and procedures;
- Conduct scheduled user training sessions;
- Make recommendations for improving system performance, enhancing effectiveness of program implementation plans, or developing training plans to meet future needs.

Deliverables under this task area shall include Business Tools and Supporting Documentation (CDRL A002):

- Change Request Evaluation Reports
- Business Support Tool Enhancements
- User / Operator Manuals
- User / Operator Quick Reference Guides
- Other support material as required.

C.2.3 TASK AREA 3: SSPO BUSINESS OPERATIONS

The SSPO is responsible for a combined budget of approximately \$250M. Effective financial planning, processing, tracking, and reporting are required to ensure adequate finances are available when required and that programs are executed within budget. The Contractor shall provide personnel with the skills and expertise required to function as an integral member of the SSPO Business Office in execution of the following fiscal responsibilities:

C.2.3.1 BUDGET PLANNING. The Contractor shall participate in internal budget planning meetings and make recommendations that support SSPO objectives and strategic goals while complying with the specific guidelines of the individual program sponsors. The Contractor shall attend budget meetings as required to develop integrated SSPO budget documentation and shall maintain budget planning information in the SSPO financial database. As required, the Contractor shall provide data to support budget negotiations with sponsors, budget replanning, and impact analyses due to budget changes. Deliverables under this task shall include Budget Planning Documentation (CDRL A003):

- Business Management Plans
- Work Breakdown Structures
- Funding Profiles (FY and FYDP)
- Task Summaries (TPS / SeaTask)
- Budget Allocation Plans
- Resource Allocation Plans
- Budget Impact Reports / Reclamas
- Point papers and/or viewgraph briefings
- Other budgetary reports as required..

C.2.3.2 FINANCIAL OPERATIONS. The Contractor shall provide the skills, services and resources to receive funding documents into the SSPO and to maintain financial management tracking tools in accordance with established program plans and SSPO procedures. This requires familiarity with various documents used to transfer funds within the government, knowledge of the different appropriation categories, the ability to evaluate budget plans and allocate funds against budget elements, and communication skills required to interface with all levels of program personnel. Specific tasks should include, but not be limited to, the following:

- Review funding documents received by the SSPO to determine applicable program and WIS number;
- Interface with program personnel to determine tracking requirements and appropriate allocation for funds received;
- Identify the Job Order Numbers (JONs) associated with each tracking element and provide required information to the Comptroller for acceptance and entry into the Financial Tracking System.

- Update SSPO financial and resource tracking systems to activate new JONs and notify appropriate organization of availability of funds;
- Conduct status reviews ensure expenditure trends are consistent with plans and notify appropriate government personnel of all risk areas;
- Adjust funding allocations as required to accommodate changes in program plans (including regularly scheduled replans and unplanned changes);
- Maintain dialogue with program managers, task leaders, and sponsor financial personnel to coordinate timely processing of funds;
- Maintain program financial files including all funding documents and related correspondence and allocation reports.

C.2.3.3 FINANCIAL TRACKING AND REPORTING. The Contractor shall provide the skills, services and resources to review, analyze and report on technical, schedule, risk, and cost performance of SSPO programs, both individually and collectively. The Contractor shall assist in preparation of responses to sponsor and Center data calls. Specific tasks shall include, but not be limited to, the following:

- Define, collect, and analyze performance metrics and recommend corrective actions as required;
- Perform budget analyses and special reports to support resource planning;
- Develop a process to track and report funding allocations and changes to all organizations;
- Participate in meetings and reviews to track performance status;
- Identify risk areas and recommend risk mitigation plans;
- Provide financial status reports for program managers, task managers, and cognizant organizations;
- Prepare sponsor status reports in designated formats including Earned Value Management System (EVMS) when applicable.

Deliverables under this task shall include Financial Plans & Reports (CDRL A004):

- Program Performance Metric Reports
- Resource Allocation Reports
- Risk Assessment and Mitigation Reports
- Financial Status Reports & Charts (including, but not limited to)
 - Plan vs Actual & Projected Expenditures
 - Allocation vs Actual & Projected Expenditures
 - Weekly / Monthly Expenditure Trends
 - Expenditures by Category / Organization / Work Area
- EVMS Reports & Charts
- Point papers and/or viewgraph briefings
- Other financial reports as required.

C.2.3.4 SSPO PROCESS TRAINING. The SSPO responsibilities span numerous programs and affect many organizations throughout NSWCDD. Personnel with varying levels of management training and experience support these programs. Tools and processes supporting SSPO operations are sometimes unique and often unfamiliar to new personnel within the organization. The Contractor shall develop documentation and training material to indoctrinate and instruct personnel on designated SSPO practices, processes, and financial operations. Deliverables under this task shall include Process Documentation (CDRL A005):

- SSPO Process Documents
- SSPO Procedure Documents
- SSPO Newcomer's Guide
- Viewgraph briefings and training material.

C.2.4 TASK AREA 4: SSPO ADMINISTRATIVE SUPPORT

Integration of the requirements, schedules, and activities of multiple programs requires coordination within individual programs and across the SSPO. The Contractor shall provide the skills, services and resources required to perform the administrative services required to ensure efficient day-to-day operations of the SSPO. Specific tasks should include, but not be limited to, the following:

- Recommend and implement SSPO administrative procedures;
- Prepare and maintain SSPO schedules and calendars;
- Maintain SSPO programmatic files;
- Assist program managers with maintain and tracking of Action Item reports including liaison with line managers to determine relevant action and status;
- Assist program managers in establishing task planning meetings and mid year review meetings;
- Coordinate SSPO meetings including scheduling rooms, preparing meeting material, and recording minutes;
- Assist SSPO personnel with database inputs and updates;
- Coordinate preparation of program management reports and briefings.

Deliverables under this task shall include Program Support Material (CDRL A006):

- Administrative procedure documents
- Calendars and schedules
- Action Item Status Reports
- Meeting agenda and minutes
- Program Status Reports
- Viewgraph briefings and presentations
- Other administrative reports as required.

C.3 PLACE OF PERFORMANCE

Support under this Statement of Work shall be performed at contractor facilities in the Dahlgren, VA area and at government facilities at NSWCDD Dahlgren, VA. In performance of the work, local travel on a monthly basis to sponsor facilities within the Washington, DC area should be anticipated.

C.4 SPECIAL CONTRACT REQUIREMENTS

C.4.1 SECURITY

The Department of Defense Contract Security Classification Specification (DD Form 254), included as Attachment A to this solicitation provides the security classification requirements for this order. All personnel performing under this order shall possess, at minimum, a SECRET Security Clearance.

C.4.2 CONFLICT OF INTEREST

In accordance with the Organizational Conflict of Interest provided in Section H, the Contractor must:

- Warrant that to best of knowledge and belief, there is no Organizational Conflict of Interest, or
- Identify potential Organizational Conflict of Interest and propose a reasonable mitigation plan.

C.4.3 NON-DISCLOSURE AGREEMENTS

In the execution of this Statement of Work, the Contractor will have access to Sensitive Business Information of other contractors supporting SSPO operations. The Contractor shall therefore be required to enter into Non-Disclosure Agreements with all such organizations and submit a copy of the signed Agreement to the Government for incorporation into this Contract. A sample Non-Disclosure Agreement suggested for consideration is included as an Attachment B to this Solicitation.

C.5 REPORTING REQUIREMENTS

C.5.1 CONTRACT STATUS REPORT. The Contract shall provide a monthly report describing contract performance and financial status. The report shall reflect both prime and subcontractor data at the same level of detail and shall be delivered on the third Monday following the last Saturday of the month or on a schedule agreed to with the Contract Task Order Manager (TOM). Delivery shall be via eMail in an NMCI-approved Microsoft Word format. As a minimum, the Contract Status Report (CDRL A007) shall include:

- Administrative Data

- Contract number, title, period of performance, and total value
 - Current Option, period of performance, and Option CLINs with ceiling
 - Period covered by report
 - Chronology of contract modifications (number, date, description)
 - Chronology of corporate changes affecting the contract
 - List of approved key personnel, labor category, corporate affiliation
- Performance Data
 - Work performed by Task/Subtask Area including deliverables, reporting period hours by performer, and where applicable, program supported
 - Work In Progress with planned completion date
 - Work Deferred Pending Government Guidance and/or Clarification
- Financial Data (Current Option based on loaded rates)
 - Financial Summary including
 - Option Value
 - FY Anticipated Budget
 - Funds Received
 - Total Expenditures
 - Total Invoiced to Date
 - Cumulative Summary including
 - Hours and Dollars Expended by Labor Category
 - Hours and Dollars Expended by Task Area
 - Hours and Dollars Expended by Element or Program
 - Coordinate Line Graph showing Dollars Expended vs Dollars Received and Budgeted
 - Current Period & Cumulative Details including
 - Labor Dollars Expended by Person
 - Non-Labor Dollars Expended by Category
 - Total Dollars Expended

C.5.2 SPECIAL REPORTING REQUIREMENTS. Enhancements to the SSPO financial support tools are being incorporated to enable tracking of contractor financial and performance data across programs. The Contractor shall be required to enter data to comply with new SSPO procedures accompanying these enhancements. The schedule and specific guidelines for this requirement will be agreed to between the Contractor and TOM when the enhancements are completed.

C.5.3 GOVERNMENT FURNISHED MATERIAL REPORT. The Contractor shall provide a cumulative quarterly report (CDRL A008) identifying

- Classified Government Furnished Information (GFI) received listing title, date received, person from whom received, classification, and disposition
- Government Furnished Equipment (GFE) received listing item description, model/serial/plant account number, date received, DD1423 reference, Government person responsible for the item, and disposition.

C.6 CONTRACT ADMINISTRATION

C.6.1 GOVERNMENT PROVIDED MATERIAL

C.6.1.1 GOVERNMENT OFFICE SPACE. Government furnished office space is available in SSPO spaces located in Building 1500 for four individuals. Additional space will be made available as determined necessary for efficient execution of this order.

C.6.1.2 GOVERNMENT FURNISHED INFORMATION (GFI). The TOM or his designated representative will provide all financial and programmatic data determined by the TOM to be required for successful execution of this order.

C.6.2 TECHNICAL INSTRUCTIONS

Technical instructions as described in Section H will be issued as determined as necessary for clarification of specific tasking under this order.

C.6.3 PERFORMANCE EVALUATION

Contractor performance in each of the Task Areas of Section C.2 will be evaluated against the criteria established in the Quality Assurance Surveillance Plan included as Attachment J4 to this order.