

2. AMENDMENT/MODIFICATION NO. 19	3. EFFECTIVE DATE 19-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00253	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NUWC, KEYPORT DIVISION
610 Dowell Street
Keyport WA 98345-7610
cindy.harley@navy.mil 360-315-3868

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3702		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-FY01
		10B. DATED (SEE ITEM 13) 12-Jun-2012
CAGE CODE 6XWA8	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) Cynthia R Harley, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY <u>/s/Cynthia R Harley</u> (Signature of Contracting Officer)
	19-Sep-2014

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GENERAL INFORMATION

The purpose of this modification is to make an administrative change to remove the ceiling in Seaport-e for Option Year 2 to reflect the novation agreement and movement of Option Year 2 ceiling to N00178-04-D-4010 FY01 effective and mutually agreed to under Modification 17. The total value of this order in the amount of \$5,291,811.00 is not affected by this change. Accordingly, said Task Order is modified as follows:

SECTION B SUPPLIES OR SERVICES AND PRICES is revised as follows:

- a. CLIN 7200 is reduced from \$1,585,680.00 to \$0.00.
- b. CLIN 9200 is reduced from \$1,454,855.00 to \$0.00.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,981,372.00 by \$0.00 to \$2,981,372.00.

The total value of the order is hereby increased from \$5,291,811.00 by \$0.00 to \$5,291,811.00.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R410	Base Year Services as defined in the Statement of Work. CDRLs are not separately priced and shall be included in CLIN pricing. (Fund Type - TBD)	1.0	LO	██████████	██████████	\$661,739.00
400001	R410	Incremental funding (Basic) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 400001 (WCF)					
400002	R410	Funding deobligated in the amount of \$364,804 (Mod 06). Incremental funding (Mod 01) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 400002 (FundType - OTHER)					
400003	R410	Incremental funding (Mod 05) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 400003 (RDT&E)					
4100	R410	Option Year One Services: Labor to provide services during Option Year One in accordance with the Statement of Work. CDRLs are not separately priced and shall be included in the CLIN pricing.(Fund Type - TBD)	1.0	LO	██████████	██████████	\$1,764,046.00
410001	R410	Incremental funding (Mod 06) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410001. 10 USC 2410(a) Authority is being invoked. (RDT&E)					
410002	R410	Incremental funding (Mod 06) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410002 (RDT&E)					
410003	R410	Incremental funding (Mod 07) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410003. 10 USC 2410(a) Authority is being invoked. (Fund Type - OTHER)					
410004	R410	Incremental funding (Mod 07) in support of Demonstration andAssessment services. Contractor shall invoice					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		noting SLIN 410004. 10 USC 2410(a) Authority is being invoked. (Fund Type - OTHER)					
410005	R410	Incremental funding (Mod 08) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410005. 10 USC 2410(a) Authority is being invoked. (Fund Type - OTHER)					
410006	R410	Incremental funding (Mod 08) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410006. 10 USC 2410(a) Authority is being invoked. (Fund Type - OTHER)					
410007	R410	Incremental funding (Mod 08) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410007. 10 USC 2410(a) Authority is being invoked. (RDT&E)					
410008	R410	Incremental funding (Mod 09) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410008. 10 USC 2410(a) Authority is being invoked. (RDT&E)					
410009	R410	Incremental funding (Mod 10) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410009 (RDT&E)					
410010	R410	Incremental funding (Mod 13) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410010 (FMS)					
410011	R410	Incremental funding (Mod 13) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410011 (RDT&E)					
410012	R410	Incremental funding (Mod 13) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410012 (OPN)					
410013	R410	Incremental funding (Mod 13) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410013 (OPN)					
410014	R410	Incremental funding (Mod 13) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 410014 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410015	R410	Incremental funding (Mod 13) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 410015 (O&MN,N)					
410016	R410	Incremental funding (Mod 13) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 410016 (RDT&E)					
410017	R410	Incremental funding (Mod 14) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 410017 (SCN)					
4200	R410	Solicitation CLIN4200 has changed to award CLIN 7200. (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R410	Base Year ODC and Travel (IAW Joint Travel Regulation) for services for the Base Year. (Fund Type - TBD)	1.0	LO	\$1,425,875.00
600001	R410	Incremental Funding (Basic) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 600001 (WCF)			
600002	R410	Funding in the amount of \$25,429 deobligated (Mod 06). Incremental Funding (Mod 01) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 600002 (Fund Type - OTHER)			
600003	R410	Incremental Funding (Mod 05) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 600003 (RDT&E)			
6100	R410	Option Year One ODC and Travel (IAW Joint Travel Regulation) for services for Option Year One. (Fund Type - TBD)	1.0	LO	\$1,440,151.00
610001	R410	Incremental funding (Mod 06) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 610001 (RDT&E)			
610002	R410	Incremental funding (Mod 07) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 610002. 10 USC 2410(a) Authority is being invoked. (Fund Type - OTHER)			
610003	R410	Incremental funding (Mod 08) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN 610003. (RDT&E)			
610004	R410	Incremental funding (Mod 08) in support of Demonstration and Assessment services. Contractor shall invoice noting SLIN			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		610004. 10 USC 2410(a) Authority is being invoked. (Fund Type - OTHER)			
610005	R410	Incremental funding (Mod 08) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 610005. 10 USC 2410(a) Authority is being invoked. (Fund Type - OTHER)			
610006	R410	Incremental funding (Mod 09) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 610006. 10 USC 2410(a) Authority is being invoked. (RDT&E)			
610007	R410	Incremental funding (Mod 13) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 610007. (FMS)			
610008	R410	Incremental funding (Mod 14) in support of Demonstration andAssessment services. Contractor shall invoice noting SLIN 610008. (SCN)			
6200	R410	Solicitation CLIN6200 has changed to award CLIN 9200. (Fund Type - TBD) Option	1.0	LO	\$0.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R410	Option Year Two Services: Labor to provide services during Option Year Two in accordance with the Statement of Work. CDRLs are not separately priced and shall be included in the CLIN pricing.Due to novation effective as of Mod 17, Option Year 2 ceiling moved to N00178-04-D-4010 FY01. (Fund Type - TBD) Option	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9200	R410	Option Year Two ODC and Travel (IAW Joint TravelRegulation) for services for Option Year Two. Due to novation effective as of Mod 17, Option Year 2 ceiling moved to N00178-04-D-4010 FY01. (Fund Type - TBD) Option	1.0	LO	\$0.00

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire contract is cost type.

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(End of Text)

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

HQ B-2-0014 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

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

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee 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 adjusted fee exceeds all 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 paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

(End of Text)

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 22 February 2012 in response to NAVSEA Solicitation No. N00024-11-R-3414.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

(End of Text)

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

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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 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.

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- (g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this 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.

(End of Text)

SECTION C

PERFORMANCE WORK STATEMENT

All acronyms contained in the Performance Work Statement are listed in Attachment 6 - Acronym List.

SECTIONS

1.0 Background

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- 2.0 General Requirements
- 3.0 Reporting Requirements
- 4.0 Description of Services
- 5.0 Performance Requirements Summary
- 6.0 General Information

1.0 BACKGROUND

In support of NUWC Keyport's current and expanding role in Technical Evaluation, Demonstration and Assessment, System Engineering, Information Assurance, unmanned systems, Maritime Domain Awareness, training, Human Systems Integration, reconnaissance and surveillance, tactical decision aides, Modeling, and Simulation NUWC Keyport requires specialized contractor support to respond to programmatic, engineering, and system integration in an increasingly Joint and Interagency environment.

The requirement includes contractor support to meet research and development competencies necessary for the successful evaluation and demonstration of innovative capabilities for Joint Service and Interagency needs. This support provides assessment, engineering and integration support to provide advanced technical capabilities for test and evaluation and in-service engineering that will support near- and long-term operator/war fighter requirements within the Navy, DoD, and Intelligence Communities.

The scope of this Performance Work Statement (PWS) includes: planning, technical, analytical, and managerial support, for all aspects of rapid fielding initiatives, specifically: technology evaluations, demonstration and assessment; Information Assurance and Interoperability (IA&I) evaluations, cyber-related Independent Verification and Validation (IV&V), Design of Test, Joint Experimentation, Unmanned Vehicle (UV), Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, and Reconnaissance (C5ISR and System Engineering for Combatant Commands (COCOM), military services, Defense Agencies and non-DoD agencies.

Efforts performed under this TO include: technical and analytic support for rapid acquisition processes, technical integration, systems engineering (SE), development of assessment criteria, planning and execution of test / demonstration events, and associated analysis and reporting. Each Technical Instruction (TI) initiated under this Task Order will direct tasks in one or more areas specified in section 4 of this PWS. Each approved TI will specifically identify the objective, the technical effort required, estimated other direct costs (ODCs), the period of performance, and the required deliverables for each task.

2.0 GENERAL REQUIREMENTS

2.1 Digital Data Management. The contractor shall be responsible for the digital generation, reception and electronic delivery of data as required in this performance work statement. All data shall be developed, managed, used, and exchanged electronically to the greatest extent possible.

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The contractor shall maintain compatibility with the World Wide Web (WWW) browser, electronic mail (e-mail), and software used by NUWC Division Keyport throughout the life of the task order. NUWC Division Keyport uses Microsoft Office products and Adobe Acrobat. Controlled Unclassified Information (CUI), as defined in DD254 Attachment 1, transmitted via email must be encrypted to the current Department of Defense (DoD)/Department of Navy (DON) standard employing PKI credentials. Classified data shall not be transmitted electronically on unclassified network.

2.1.1 Delivery. Items submitted electronically shall be in accordance with paragraph 2.1 Digital Data Management above and the specific Contract Data Requirements List (CDRL). If deliveries to the Government are unreadable or unacceptable, the Government will notify the contractor, and the contractor shall correct any problems and resubmit. Items not delivered electronically shall be delivered using best commercial practice.

2.1.2 Contract Data Requirements List Items. Contract Data Requirements List (CDRL) items are specified in Exhibit A. Whenever a CDRL requirement is referenced in this Performance Work Statement (PWS), the CDRL number is provided.

2.2 Quality Management System. The contractor shall have or establish a quality management system manual (CDRL A001) that reflects their Quality Control Program (QCP). A copy shall be provided to the Contracting Officer's Representative (COR) within twenty (20) calendar days after task order award.

2.2.1 Quality Control. The Contractor shall be responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained, and made available to the Contracting Officer's Representative (COR) upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur and procedures to correct any deficiency in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and any corrective action taken as a result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

2.2.2 Quality Assurance. The Government will monitor the Contractor's performance. The Government reserves the right to review deliverables provided, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer. The COR will be appointed to coordinate the overall quality assurance of technical compliance.

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2.2.3 Quality Assurance Plan. The Quality Assurance Plan will ensure the products or services conform to the specified task order technical requirements as defined in the Performance Work Statement; provide and maintain an inspection system acceptable to the government covering the services under the contract; and implement procedures to identify and prevent defective services from recurring. The contractor shall develop quality control procedures that address the areas identified in the Acceptable Quality Levels (AQLs) identified in the section 5.0 paragraphs contained herein.

2.3 Management Plan. The contractor shall establish and maintain a management program during task order performance, incorporating details of all major paragraphs (4.x) of the PWS. The management plan (CDRL A002) must reflect an understanding of all tasks and performance objectives specified in this PWS and describe an approach to satisfy these requirements. As a minimum, the plan shall identify all contractor resources; i.e., equipment, material, supplies, and staffing plan on how these resources will enable the contractor to meet performance objectives.

2.4 Task Order Modification: The Contractor shall not perform work that is considered to be outside of the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by Government personnel other than the Contracting Officer that the Contractor considers to be outside of the scope of the requirements of this Task Order, the Contractor shall promptly notify both the COR and the Contracting Officer. No work shall begin until the issue has been resolved.

2.5 Place of performance.

Contractor must be able to provide support services within an hour of Crystal City, Arlington, VA 22201-3711. The Government will provide personnel facilities as necessary at other travel sites as may be directed / required by the Government.

3.0 REPORTING REQUIREMENTS

3.1 Monthly Progress Report (MPR): The contractor shall be required to submit a monthly progress report (CDRL A003) to the COR starting no later than forty-five (45) calendar days after issuance of task order. The monthly reporting period shall coincide with the invoicing period. Reports shall be no more frequent than every four weeks and no less frequent than thirty-one calendar days.

3.2 Contract Data Requirements List. The following deliverables are required as outlined within the PWS and CDRL:

3.2.1 Quality Management System Manual - CDRL A001 (Refer to Section 2.2)

3.2.2 Management Plan - CDRL A002 (Refer to Section 2.3)

3.2.3 Monthly Progress Reports (MPR) - CDRL A003 (Refer to Section 3.1)

3.2.4 Reports – CDRL A004

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§ After Action Reports (AARs) - After action reports detailing Operational Assessment component testing. (Refer to Section 4.3.1.3.1)

§ Lessons Learned - Lessons and planning considerations for Demonstration & Assessment events. (Refer to Section 4.3.1.3 & 4.3.1.3.3)

§ Quick Look Reports (Refer to Section 4.3.1.3.2)

§ Assessment Final Report (Refer to Section 4.3.1.3 & 4.4.2)

§ Trip Reports — As required (Refer to Section 4.1)

§ Comment Resolution Matrix Report (Refer to Section 4.2.1)

§ Financial Reports – To include initiation, commitment, obligation and expenditure reports. (Refer to Section 4.1.2.2)

3.2.5 Documents – CDRL A005

§ Draft Functional Requirements Capability Document - Document that provides systems functional requirements foundation for program execution (Refer to Section 4.3.3)

§ Assessment / Demonstration Execution Document (A/DED) (Refer to Section 4.3.1 & 4.3.1.2)

§ Summary Briefings – (Refer to Section 3.1.3, 4.1, & 4.2.2)

3.2.6 Plans

§ Integrated Assessment Plan (IAP) (CDRL A006) – (Refer to Section 4.3.1 , 4.3.1.1 & 4.3.1.2)

§ Airborne Operations Plans (CDRL A007) – (Refer to Section 4.3.7)

§ Daily Air Plans (CDRL A008) – (Refer to Section 4.3.7)

§ Project Management Plan (CDRL A009) – (Refer to Section 4.1)

§ Event/Workshop Plan (CDRL A010) – (Refer to Section 4.3.3 & 4.3.5)

§ Task Planning Sheet (TPS) (CDRL A011) – (Refer to Section 4.1.2)

4.0 DESCRIPTION OF SERVICES

Contractor shall provide technical, analytical, administrative, and materiel support to NAVSEA Keyport in the planning, management / coordination, execution, and analysis of structured system engineering and integration (SE&I), and assist the government in project management, technology test, demonstration and assessment activities of emerging and existing technologies and systems for rapid fielding.

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4.1 Acquisition, Project Management & Administration Support

The contractor shall provide project management for all efforts performed within Section 4.1 and all other efforts under the Task Order. Contractor shall monitor the progress of multiple simultaneous projects, assist in project planning, follow-on support for budgeting and financial management, and support project reviews. The contractor shall provide project management and integration; facilitate innovative improvements to capabilities, processes, and practices associated with programs.

Projected Workload: Assume for all of 4.1 actions a total of 2,650 hrs/year.

4.1.1 Acquisition and Project Management Support. Provide subject matter expertise and knowledge in acquisition and project management. Services shall include preparation and maintenance of all project plans describing tasks, deliverables, schedules, and milestones and development of alternative acquisition plan recommendations based upon technology gaps and capability solutions. These plans shall include acquisition strategy options, schedules, acquisition risk assessments, and Government decision milestones.

The contractor shall support management tasks with automated project tracking capabilities that include financial status to include project budget plan, funding and expenditures, accomplishments during the current reporting period, activities planned for the next reporting period, and meetings requiring travel during the current reporting periods. Contractor shall attend project review meetings in various locations in CONUS / OCONUS and provide trip reports (Refer to CDRL A004).

Deliverables shall be provided to the Government in the form of technical discussions, summary briefings (CDRL A005), project management plans (CDRL A009, which may include financial and/or resource management briefings, white papers, project resourcing plans, schedules and project execution plans). (Refer to CDRL A006)

Projected Workload: Assume 35 project/acquisition plan drafts per year, refer to descriptions in Section 4.1.1 for detailed requirements, average project/acquisition plan length is 30 pages.

4.1.2 Financial Management Tasking. Provide financial support to the program office/project leads to track, defend budgets, and manage contracting. Assist in the planning, preparation and organization of activity task planning sheets (TPS) (Refer to CDRL A011).

Projected Workload: Assume efforts include preparation and organization of 30 task planning sheets per year, for details on task planning sheets refer to CDRL A011.

4.1.2.1 Budget Products. Provide initial budgetary products and updates to existing drafts of the President's/Office of the Secretary of Defense (OSD) / Financial Management and Budget (FMB) budget exhibits. Assist in generating, updating and drafting budgetary reclaims and impact

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statements. Assist in preparation of Issue Papers in support of budget data calls. Support the Program office in the following activities: respond to FMB and OSD budget review questions; plus-ups and supplements; and prepare briefings (CDRL A005).

Projected Workload: Assume 25 budget activities per year, budget activities include: responding to FMB and OSD budget review questions; what-if drills, plus-ups and supplements actions; and preparing briefings of approximately 20 pages in length.

4.1.2.2 Execution Support. Prepare initial execution data, analysis and updates execution data calls, midyear and program review documentation. Prepare initiations, commitments, obligations and expenditures reports. Prepare and maintain current execution spend plans for prior year, execution year, and future years. (Refer to CDRL A004 and A006)

Projected Workload: Assume 25 reports or spend plans per year, report average length is 20 pages and spend plan to include earned value metrics.

4.1.3 Administrative Support. Perform a variety of advanced clerical duties to assist with proper management of program office business. Support the gathering of input for administrative data calls, drafting responses and revising data call responses prior to review by the program leads. In addition, contractor shall provide administrative support in the areas of maintaining calendars, provide meeting preparation, planning and support, and travel planning and support.

Projected Workload: Assume 250 support actions per year, average action duration is 2 hours.

4.1.3.1 Classified Material, Security Related Measures and Controls. Keep a log of all classified materials, inventory and maintain the materials within classified storage. Route and log all materials transfers and disposals. Classified e-mail traffic for the program office shall be received, and routed to the appropriate personnel.

Projected Workload: Assume 50 classified documents received per year, support to include receiving, logging, routing and annual inventory.

4.1.3.2 Equipment and Supplies. Maintain a listing of assigned office supplies and/or equipment including, but not limited to: printers, faxes, and file cabinets. Prepare a notification if it needs repair or replacement. The notification will list what the known issue is and request the government approval to repair or replace the items. (DI-ILSS-80620) Ensure that administrative supplies are inventoried and maintained at Government specified levels and issue supplies to the office personnel.

Projected Workload: Assume 50 notifications per year, notification requires identification, and follow-through on actions.

4.2 Engineering and Technology Support.

The contractor shall provide engineering and rapid assessment support for technology

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application assessments; systems integration; engineering evaluation; data collection, analysis and reporting; technology demonstrations; training; and interoperability, information assurance, and supportability support.

Projected Workload: Assume for all of 4.2 actions a total of 6,705 hrs/year.

4.2.1 Documentation Review. The contractor shall review program documentation including, but not limited to: Assessment Plans, Training Plans, manning documents, technical demonstration test plans, technical demonstration reports, training manuals, and operator and maintenance manuals. Contractor's reviews will be documented via Comment Resolution Matrix (CRM) detailing administrative, substantial, and critical comments, recommendations, and rationale. Additionally, reviews may also be provided via draft letters, presentations, and spreadsheets. Finally, when required, contractor will review all applicable Service policy documents to include, but not limited to: operational / tactical doctrine, Concept of Operations (CONOP) and employment (CONEMP), as well as Tactics, Techniques and Procedures (TTP). Reviews will be conducted to support the Government's understanding of the technical performance, operational utility, and acquisition feasibility, and the risks associated therewith.

Projected Workload: Assume 20 demonstration test plan reviews per year, review consists of developing draft documentation or Comment Resolution Matrix. Assume each demonstration test plan is report 20 pages in length.

4.2.2 Urgent Need and / or Operational Requirement Examination. The contractor shall provide an examination of the operational command's urgent ~~needs or~~ operational requirements. This shall be a detailed examination of written materials and discussions with operational users (tactical feedback) of the urgent threat-based operational deficiency to be solved. The operational deficiency is examined based on the operational mission tasks that must be performed to counter threat or achieve mission success. The documentation shall be in the form of summary briefings or written reports. (Refer to CDRL A005)

Projected Workload: Assume 10 summary briefings per year, average length of summary urgent need investigation briefs are 6 pages.

4.2.3 Capability Investigation. The Contractor shall investigate GOTS / COTS / FOTS candidate capabilities that have the potential to solve operational issues in whole or in part. The contractor shall draft a Technical Capability Investigation report, which shall identify application opportunities associated with the evolution of technologies, to include projecting rate and direction of technology evolution, level of maturity (TRLs) and identifying potential issues associated with integrating technology regimes for client applications or applying off-the-shelf technologies in evaluation environments. The investigation shall evaluate potential technical capabilities based on their technical maturity, ability to interface/interoperate with operational systems, training requirements, logistical impacts, fielding plan requirements, and affordability. The investigation shall estimate the potential of the capability to address the operational issues. The Technical Capability Investigation Report will recommend the appropriate assessment

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methodology to determine operational utility and mission task accomplishment. In cases where no technical capability exists, the report will recommend a developmental approach, rapid prototyping or systems integration of existing or developmental components into a capability. The investigative process shall include literature searches, academic-based research, technical discussions, and factory technical presentations with commercial vendors and government developers.

Projected Workload: Assume 10 briefings per year, average length of summary investigative briefing is 6 slides.

4.2.4 Rapid Prototyping and System Integration. The contractor shall provide assistance for system integration, developmental methodology, design of test, cost analysis, and program plan for rapid prototyping of capabilities and rapid fielding initiatives. The contractor shall draft and prepare support documents including but not limited to: technical performance requirements; operating requirements; preliminary development schedule; and cost estimate for the rapid prototype effort.

Projected Workload: Assume 10 systems to be supported per year, for estimation purposes assume effort is for a small non-complex vehicle antenna mount that can be supported with a modified off-the-shelf item (MOTS). Assume support to include minimal system integration efforts, and assistance with development of the technical performance requirements, operating requirements, preliminary development schedule, and cost estimate.

4.2.5 Training Support. The contractor shall provide operator-level training for specific technology products and support services. This will include training for systems and equipment to be demonstrated and for test infrastructure operations. The contractor shall ensure that required environmental or occupational safety and health training is accomplished prior to field support activities. The contractor shall provide training to the service command and / or COCOM receiving the capability. Training shall be in the form of technical discussions and onsite training to the performing organizations receiving and employing capabilities.

Projected Workload: Assume 10 onsite training events per year, average length of training is 3 days. Travel discussed in Section 4.7.1.

4.2.6 Interoperability, Information Assurance (IA) and Supportability (I&S). Requires certification of all Acquisition Category (ACAT) and non-ACAT procurements (this applies to Joint Capabilities Technical Demonstration (JCTDs), QRAs, and Joint Test and Evaluation programs under DoD T&E)). Operational Assessment and Evaluation Reports (OAR / OER) are to evaluate the effectiveness of the interoperability and information exchanges outlined in the Net Ready Key Performance Parameter (NR-KPP) integrated architecture products and a system's information assurance posture. OARs and OERs will support the certification that information exchanges are operationally effective and enhance mission accomplishment.

Projected Workload: Assume 10 evaluation reports per year, average length of reports are 20

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pages.

4.3 Demonstration and Assessment Evaluation Support.

The contractor shall provide technical and analytical support in all phases of supported activities. Support is required in the actual planning and execution of assessments; oversight of assessments conducted by others; review, analysis, and reporting of assessments. The contractor shall support the development of assessment execution documents and data management and analysis plans, conduct of assessments, performance of quick-look and post assessment analyses, conduct of data reduction and reporting, and preparation of assessment summaries and reports.

Assume for all of 4.3 actions a total of 8,410 hrs/year.

4.3.1. Demonstration and Assessment Documentation. The contractor shall assist in the development or modification of assessment documentation for the conduct of demonstrations and assessments and the compilation of data necessary to draft, for example, a Technical Performance Evaluation (TPE) Plan, a Demonstration Execution Document (DED), Event Observation Plan (EOP), Integrated Assessment Plan (IAP), Test Plans, and Master Event Schedule List (MESL). Additionally, the assessment plan will be designed to determine the value of the capability as it pertains to both the CONOPS and impact on the war fighter.

Projected Workload: Assume development of 40 assessment documents per year, average length of documents is 20 pages.

4.3.1.1 Integrated Assessment Plan (IAP). The contractor shall prepare and maintain an Integrated Assessment Plan (IAP) that describes all assessment activities associated with the project in accordance with assessment strategies. The Government will provide specific direction in the form of a TI. The contractor shall provide a draft and a final IAP for the Government POC to review.

The contractor shall support the Government in developing characterization of joint mission essential tasks associated with the mission elements and employment concepts for the demonstrations.

4.3.1.2 Demonstration Execution Document. For each demonstration, the contractor shall prepare an execution plan in support of a Government POC in the form of Demonstration Execution Document (DED). The contractor shall provide a draft and final IAP for the Government POC to review.

The DED shall be prepared for technical assessments, limited military utility assessments and military utility assessments of technologies. The contractor shall assist the Government in scenario development, exercise planning and integration, and demonstration event planning for each demonstration to ensure that the IAP assessment objectives defined for the event can be

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accomplished. The demonstration design shall include definition of specific assessment objectives, measures, data collection requirements, data management, instrumentation, communications, on-site processing, and other field support requirements. Execution planning shall also include requirements for training, safety, environment, and program protection.

4.3.1.3 Assessment Reporting Support. The contractor shall provide support in producing quick-look analysis, lessons learned reports, and final reports from evaluation activities. Assessment reporting support shall include writing technical portions of entire assessment reports; preparation of tables, figures, and photographs for printing; and formatting audio, video, and animated graphics for multimedia reports. The contractor shall provide the following reports as required.

4.3.1.3.1 After Action Report. The contractor shall prepare an After Action Report (AAR), which describes the demonstration accomplishments with respect to the demonstration objectives. The report shall provide indications of possible assessment outcomes. Results could be used to indicate No Military Utility and could be used by the Government as the basis for stopping further assessment activities for technologies, components, or subsystems.

4.3.1.3.2 Quick Look Report. The contractor shall prepare a Quick Look Report, which presents the results of a limited assessment analysis with indications of impacts to military utility. Results could be used to indicate whether or not a capability for military utility was demonstrated with significant deficiencies. Results could be used by the Government to support a decision for continued assessment activities. Results could also be used by the Government to recommend improvements to technology capabilities and CONOPS/TTPs.

4.3.1.3.3 Demonstration Report. The contractor shall prepare a summary of activities, accomplishments, technical capabilities summaries (for technical demonstrations), CONOPS and TTP updates, capabilities improvement recommendations, deficiencies in accomplishment demonstration objectives, lessons learned, or similar activities. The Demonstration Report is completed after each demonstration event (technical and/or operational).

4.3.1.3.4 Military Utility Assessment (MUA) Report. The contractor shall prepare limited MUA (LMUA) and final MUA reports. The LMUA report presents results of assessment analysis of selected technology capabilities having limited demonstration capabilities, having partial system configuration or demonstrated in a limited venue. The MUA report presents analysis results of the full set of capabilities demonstrated and is a roll-up of results from previous demonstrations.

4.3.2 Concepts of Operation. The contractor shall facilitate meetings with both Government and non-Government personnel, for the development of draft concepts of operation (CONOPS) and tactics, techniques and procedures (TTP) associated with deployment and employment of technologies in demonstration venues.

Projected Workload: Assume effort for 3 CONOPS per year, average length of documents is 30 pages.

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4.3.3 System Requirements and Capabilities. Contractor shall lead and facilitate requirements and functional capability workshops with support from the Government and systems technical staffs, and other contractors and operators to develop system requirements, assess capability gaps, develop preliminary functional requirements capability documents, and where feasible, CONOPS for the sponsoring and executing organizations. (Refer to CDRL A006)

Projected Workload: Assume 10 workshops per year, average duration is 2 days with 50 participants. Travel discussed in Section 4.7.1.

4.3.4. CII/COI Evaluation. During testing events, the contractor shall assist the Government in the evaluation of the following: Critical Investigative Issues (CIIs), Critical Operational Issues (COIs), and supporting objectives, measures, and associated data elements. The contractor shall support by developing a report in the form of a comprehensive metrics data collection plan to satisfy assessment objectives.

Projected Workload: Assume 6 test events per year, average test includes review of all documents for pretest/test execution and post test. Assume total document length is 80 pages. Assume draft reports for each test event will have a length of 20 pages.

4.3.5. Venue Coordination. The contractor shall assist the Government in identifying the appropriate Government and / or Federally Funded Research and Development Centers (FFRDC) activities, laboratories, or facilities to conduct tests and demonstrations.

The contractor shall provide oversight and support services for the following:

- All test and demonstration planning and execution
- Participate in the testing where appropriate
- Develop test plans, which enable the evaluation of the capability being demonstrated / tested within the resources and physical plant of the exercise venue.

This will include working with the host venue and exercise participants to interpret program implementation / execution plans and site integration requirements as they relate to the specific experimentation and demonstration. The contractor will provide an Event/Workshop Plan (Refer to CDRL A006) to the Government before the event/demonstration.

Projected Workload: Assume 10 tests/demonstrations per year, average duration of event is 3 days. Travel discussed in Section 4.7.1.

4.3.6. Test Readiness Reviews (TRRs). The contractor shall research and recommend criteria to assist the Government in the planning of TRRs. These recommendations should include the development of technology and assessment readiness criteria and associated reporting of their status.

Projected Workload: Assume 5 TTRs per year, average duration of TTRs is 1 week, in addition

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to providing preparation and close-out planning activities.

4.3.7. Air Operations Planning. The contractor shall coordinate all aspects of air operations for each separate event to include development of a comprehensive Airborne Operations plan in order to assist in establishing consistent policies, organizational structures, and procedures for the safe and orderly employment and control of aerial platforms scheduled for tests and demonstrations. Airborne Operations plan shall be provided to the Government in advance of air operations event. Additional deliverables to include Daily Air Plans as needed.

Projected Workload: Assume 2 Air Operations events per year, average duration is 3 days, in addition to providing preparation and close-out planning activities for the event. Travel discussed in Section 4.7.1.

4.3.8. Warfighter Workshops. The Contractor shall work with NAVSEA Keyport Customer Advocate (Code 70CA) to develop and establish a core element of Warfighters as a subject matter expert (SME) group. The contractor shall coordinate all aspects of the workshops including venue selection, pre and post planning activities, in order to facilitate the SME group to provide operationally relevant and realistic operational insight / advice, culture / environment realism, and objective direction to the technical, program, and demonstration teams through development / design / testing and demonstration / assessment operations. The contractor will provide before execution an Event/Workshop Plan (Refer to CDRL A006) to the Government.

Projected Workload: Assume efforts include facilitation and coordination of 10 workshops per year, average duration is 2 days with average of 25 participants, in addition to providing preparation and close-out planning activities for the event. Travel discussed in Section 4.7.1.

4.4 Demonstration and Assessment Execution.

Projected Workload: Assume for all of 4.4 actions a total of 5,635 hrs/year.

4.4.1. Demonstration & Assessment Assistance. The Contractor shall assist the Government in the performances of demonstrations and assessments of technologies and systems. Contractor shall brief assessment participants, emphasizing the objectives of each event and specific data-gathering requirements for each participant in the course of executing demonstration and assessment events. Contractor shall ensure scenarios and test events support the ability to assess technologies, their technical capabilities, operational utility, effectiveness, and suitability. Contractor shall provide the Government a draft report detailing summary of findings. Contractor shall assist the Government in coordinating test activities with any local municipal agencies including local law enforcement, emergency services, media and other local government representatives.

Projected Workload: Assume 10 assistance efforts per year, for a 3 day long demonstration and assessment event. Contractor to provide a draft report detailing summary of findings, average report length is 20 pages.

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4.4.2 Demonstration & Assessment Observation. The Contractor shall attend and observe technical demonstrations and other assessment events in both CONUS and OCONUS, as appropriate, collect data, and provide draft summary reports to the NAVSEA Keyport Customer Advocate (Code 70CA). The contractor shall also perform technical assessment executions by conducting setup and data collections. On completion of the demonstration, the contractor shall perform statistical data analysis, to include in the Final Report / Evaluations. The Contractor shall apply scientific data collection methodologies and analysis tools and evaluate the military utility of the demonstrated technologies and provide a final after action report.

Projected Workload: Assume 6 demonstrations/assessments per year, average duration to collect data is 10 days. Travel discussed in Section 4.7.1.

4.4.3. Test Equipment and Software. Contractor shall provide test equipment and software to support data collection for demonstration and assessments in the form of GPS tracking tools (with the capability to have map overlays) and other necessary equipment to support the efforts within this Task Order.

Projected Workload: Assume 60 hardware procurements and 30 software procurements per year.

4.4.4 Distinguished Visitor Plan. Contractor shall provide support to NAVSEA Keyport Customer Advocate (Code 70CA) with developing a distinguished visitor plan and hosting support to include graphics development of short DVDs, visual presentation material and literature.

Projected Workload: Assume 5 VIP visits per year, average of 2 VIP demonstrations per visit, including a brief for the demonstration with an average length of 10 slides.

4.4.5. Other Assessments. In cases where a short term urgent need requires vetting of a potential capability across two or more Services and capabilities assessed at a Technical Readiness Level (TRL) of 4-5 or higher, the Contractor shall provide a draft Quick Reaction Assessment (QRA). In cases where a capability requires incremental development and longer-lead times to fielding, the Government will provide guidance on other assessment methodologies deemed applicable if necessary.

Projected Workload: Assume 5 assessments/demonstrations per year, average report length is 5 pages. Travel discussed in Section 4.7.1.

4.5 Demonstration and Assessment Analysis & Reporting.

Projected Workload: Assume for all of 4.5 actions a total of 3,985 hrs/year.

4.5.1. Demonstration & Assessment Analysis. The contractor shall provide analysis and evaluation of the concepts, processes, and procedures that are observed / tested / demonstrated during the assessment / demonstration activity.

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Note: This includes vendor and U.S. Government (USG) and or FFRDC laboratory technical testing. This will include the identification and analysis of functional process improvements and /or reengineering recommendations to enable strategic planning for the capability being tested / assessed.

Projected Workload: Assume 10 assessment/demonstration analyses per year, average length of assessment/demonstration is 2 days, average draft report of analysis length is 10 pages.

4.5.2. Data Reduction. Contractor shall perform data reduction and preliminary analysis of data to ensure data validity, prior to more detailed data processing in accordance with Government processes and procedures. The contractor shall determine data reduction / reconstruction requirements (including hardware and software resources necessary for the collection and storage); identify facilities, which can provide this processing; and prepare appropriate documentation to support the required service(s).

Projected Workload: Assume ~~5~~ 10 data reduction preliminary analyses per year.

4.5.3. Data Correlation. Contractor shall correlate data using appropriate statistical techniques to evaluate unmanned vehicle (UV), aerostat, command, control, communications, computers, combat systems, intelligence, surveillance, and reconnaissance (C5ISR), and force protection sensors capabilities, and performance.

Projected Workload: Assume 4 data correlation actions per year, average action includes 100 data points, for each of 50 different inputs/scenarios.

4.6 Transition Support. The contractor shall support transition for those technologies that are approved by the government for fielding to operational units and / or for transition to formal acquisition programs. The contractor shall support development of fielding and / or acquisition transition packages. The contractor shall also support fielding to operational units. When technologies remain in the field and in use by operational units, the contractor shall support detailed planning, and conducting and reporting of extended evaluations. Evaluations are typically an iterative process that occurs at the same time as the data reduction and collection tasks, and can occur CONUS or OCONUS.

Projected Workload: Assume 10 support actions per year, average duration of support is 10 days, and average length of report is 20 pages. Travel discussed in Section 4.7.1.

Projected Workload: Assume for all of 4.6 actions a total of 1,100 hrs/year.

4.7 Travel

4.7.1 Estimated travel in support of the technical requirements is identified in the following list below. All travel will assume departure and return will be from the Washington, D.C. All travel will be pre-approved by the COR via a Technical Instruction Letter and will follow the policy

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and guidance in the Joint Travel Regulation (JTR).

Total Travel: Washington D.C. to Destination, # Travelers, Trips, Days

Washington DC to Yuma Proving Ground, AZ, 1, 100, 5

Washington DC to Keyport, WA, 1, 45, 5

Washington DC to Miami, FL (USSOUTHCOM), 1, 5, 5

Washington DC to Hawaii (USPACOM), 1, 5, 5

Washington DC to Paris France, 1, 2, 5

Washington DC to Germany (USEUCOM), 1, 4, 5

5.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary table provided below identifies the mission critical items for performance under this contract. Only performance deficiencies that are directly attributable to contractor error are considered when measured against the performance threshold.

Desired Outcome	Required Service	PWS Ref	Performance Standard	Method of Surveillance	AQL
Technical Quality	Deliverables are provided at the technical and quality levels identified in each specific area of the PWS.	4.1-4.6	All submitted deliverables meet the Acceptable Quality Levels (AQLs).	Quality Assurance Evaluator (QAE) performs a review upon receipt of each submittal.	<p>Draft deliverables shall be submitted with 85% of the data correct and final deliverable content will be 98% error free.</p> <p>Deliverables shall be submitted IAW applicable security guidelines 100% of the time.</p> <p>All deliverables will be provided on schedule 95% of the time.</p>
Cost Performance	Contractor will perform requirements of the PWS within current funding levels.	4.1-4.6	The monthly status report will show cost summary by project and functional area, milestones completed, current or anticipated problems and recommended solutions.	Representative (COR) performs a review upon receipt of each submittal.	<p>0 % of current funding levels on CLINs and projects are exceeded.</p> <p>Notify the Government 60 days prior to exceeding 75% of total estimated contract costs in accordance with the Limitation of</p>

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					Cost or Limitation of Funds clause.
Contract Management	Contractor adheres to Management Plan and Quality Control Program (QCP.)	4.1-4.6	Contractor adheres to Management Plan and the QCP as outlined in the respective plans.	COR performs a file reviews and observations monthly of contractors adhere the management plan and the contractors quality control program.	98% compliance with plans.
Desired Outcome	Required Service	PWS Ref	Performance Standard	Method of Surveillance	AQL
Customer Responsiveness	Contractor responds to project requirements and schedules and facilitates communication between the customer and contract management team.	4.1-4.6	Contractor performs services and responds to project requirements and schedules in accordance with the PWS. Monthly reports capture anticipated risks to the customer.	Quality Assurance Evaluator (QAE) performs a random review and provides comments and feedback to the COR.	Contractor shall acknowledge all inquiries within 1 working day. 100% of reports shall include anticipated risks and issues.

6.0 GENERAL INFORMATION

6.1 Overtime

Overtime may be required to support emergent requirements. Not To Exceed 8,000 hours of overtime by non-exempt Service Contract Act employees is anticipated and is authorized for execution annually. The contractor shall provide a monthly accounting of overtime hours for which an overtime premium is paid with respective justification. The COR will maintain oversight of Overtime usage in accordance with FAR 22.103-4(h) by monitoring the amount of Overtime used by CLIN on a monthly basis and looking for trends in Overtime usage. Overtime in excess of approved amounts that is not approved in advance shall not be authorized for payment.

6.2 Travel

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Performance under this task order may require travel by contractor personnel. **All travel will be pre-approved by the COR and will follow the policy and guidance in the Joint Travel Regulation (JTR).** If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the contractor personnel shall comply with all current badging and security procedures required for gaining access to the government site and vessel.. Authorization to visit the vessel shall be obtained prior to travel. As needed, the contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

All travel will be identified to the contractor through use of Technical Instruction Letters (TILs) issued by the COR identifying purpose, dates, and locations of travel.

6.3 Security requirements

6.3.1 Most of the work to be performed is at the SECRET level; however, contractors shall maintain a TS Clearance for the duration of the task order, as tasks may require TOP SECRET clearance. U.S. citizenship is required for all positions.

6.3.2 All derived classified data shall be turned over to the Government to apply derivative classifications and markings.

6.4 Government Furnished Information

6.4.1 The government will sponsor the contractor for the issuance of a Common Access Card (CAC).

6.4.2 The contractor shall obtain government permission prior to sharing NAVSEA Keyport information to anyone outside of the D&A Program execution team. The Government shall furnish access to Government-owned product development material as required.

6.5 Mandatory Training

The government requires on board contractors to participate in certain mandatory training requirements. It is the responsibility of the contractor to ensure that these training requirements are met and properly reported to the COR. Examples of mandatory training include, but are not limited to, Personally Identifiable Information (PII), Information Assurance, Antiterrorism briefing, OPSEC, and Trafficking in Persons basic awareness training. These mandatory training requirements will be identified at the task order level.

6.6 Safety

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6.6.1 The Contractor shall comply with the latest applicable federal and state laws, regulations and management plans and requirements regarding occupational safety and health. In the event that safety laws, regulations or requirements change during the term of the task order, the contractor is required to comply as such laws come into effect. While working on government facilities the contractor shall follow all local regulations and guidance for workplace safety including electronics, explosives, crane, and Electrostatic Discharge (ESD) requirements. The contractor shall adhere to industry safety standards, material safety data sheets (MSDS) for handling hazardous material and local guidance on cleanliness of the work area.

6.6.2 Work to be performed under this contract must be accomplished in accordance with safety and health standards and directives pursuant to the Occupational Safety and Health Act of 1970, Public Law 91-596. Numerous safety and health standards exist that apply to operations at NUWC Division Keyport. These include but are not limited to 29 CFR 1910 General Industry Standards, 29 CFR 1915 Maritime Standards, 29 CFR 1926 Construction Standards, WAC-296-24-14529 General Safety and Health Standards (Washington State), EM385-1-1 Safety and Health Requirements Manual (U.S. Army Corps of Engineers), Unified Facilities Guide Specifications UFGS-01 35 26 (April 2008), and the NAVSEA NUWC Division Keyport Safety Requirements for Contractors and Subcontractors as Attachment 4 and the NAVSEA NUWC Division Keyport Contractor's Guide to Environmental Compliance provided as Attachment 5.

NMCARS 5237.102(a)(1)(90), Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division Keyport via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

(end of text)

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the IDIQ contract.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped 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 28 February 2006.

(End of Text)

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the IDIQ contract.

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	6/12/2012 - 6/11/2013
4100	6/12/2013 - 6/11/2014
6000	6/12/2012 - 6/11/2013
6100	6/12/2013 - 6/11/2014

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	6/12/2012 - 6/11/2013
4100	6/12/2013 - 6/11/2014
6000	6/12/2012 - 6/11/2013
6100	6/12/2013 - 6/11/2014

The periods of performance for the following Option Items are as follows:

4200	6/12/2014 - 6/11/2015
6200	6/12/2014 - 6/11/2015
7200	6/12/2014 - 6/11/2015
9200	6/12/2014 - 6/11/2015

Services to be performed hereunder will be provided at the contractor's facility, as required, unless otherwise stated in Section C.

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS (NO DATE)

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

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SECTION G CONTRACT ADMINISTRATION DATA

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(End of Text)

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S COMMANDER

REPRESENTATIVE: ATTN: MICHAEL BACKSTROM, CODE 40

610 DOWELL STREET

KEYPORT, WA 98345

MICHAEL.BACKSTROM@NAVY.MIL

360-315-3176

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE	PROCUREMENT CONTRACTING OFFICER
REPRESENTATIVE:	Cindy Harley 610 Dowell Street Keyport, WA 98345 cindy.harley@navy.mil 360-315-3868
	CONTRACT SPECIALIST
	Jamie Yourkoski 610 Dowell Street Keyport, WA 98345 jamie.yourkoski@navy.mil 360-315-3566

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(End of Text)

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

(End of clause)

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in

WAWF:

Type of Document(s) (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	See Block 6 of the Task Order
Admin DODAAC	See Block 7 of the Task Order
Pay Office DODAAC	See Block 15 of the Task Order
Inspector DODAAC	N/A
Service Acceptor DODAAC	See Block 7 of the Task Order

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Service Approver DODAAC	See Block 7 of the Task Order
Ship To DODAAC	N00253
DCAA Auditor DODAAC	See Block 7 of the Task Order
LPO DODAAC	N/A
Inspection Location	Destination
Acceptance Location	Destination

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal.

Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and

Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications.

Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To: michael.backstrom@navy.mil; jamie.yourkoski@navy.mil

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

(End of Text)

Accounting Data

SLINID	PR Number	Amount
400001	1300275383 0001	36577.00
LLA :		
AA 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001231925		
Incremental Funding		
MIPR 1E287-J5047		
600001	1300275383	8309.00
LLA :		

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AA 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001231925
Incremental Funding

MIPR 1E287-J5047

BASE Funding 44886.00
Cumulative Funding 44886.00

MOD 01

400002 1300300401 974366.00

LLA :

AB 2112035 0000 222 01052 8 399960 79 2516VF REF1201MIPR2 BNAVC9009C9WDRA023185 023185
Direct Cite Funding

MIPR 2BNAVC9009

600002 1300300401 80000.00

LLA :

AB 2112035 0000 222 01052 8 399960 79 2516VF REF1201MIPR2 BNAVC9009C9WDRA023185 023185
Direct Cite Funding

MIPR 2BNAVC9009

MOD 01 Funding 1054366.00
Cumulative Funding 1099252.00

MOD 02 Funding 0.00
Cumulative Funding 1099252.00

MOD 03 Funding 0.00
Cumulative Funding 1099252.00

MOD 04 Funding 0.00
Cumulative Funding 1099252.00

MOD 05

400003 1300351875 15600.00

LLA :

AC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001738863

600003 1300351875 1079.00

LLA :

AE 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001738863

MOD 05 Funding 16679.00
Cumulative Funding 1115931.00

MOD 06

400002 1300300401 (364804.00)

LLA :

AB 2112035 0000 222 01052 8 399960 79 2516VF REF1201MIPR2 BNAVC9009C9WDRA023185 023185
Direct Cite Funding

MIPR 2BNAVC9009

Funding deobligated in the amount of \$364,804 (Mod 06).

410001 1300351875 16387.00

LLA :

AG 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001738863

410002 1300351875 6102.00

LLA :

AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001738863

600002 1300300401 (25429.00)

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LLA :
 AB 2112035 0000 222 01052 8 399960 79 2516VF REF1201MIPR2 BNAVC9009C9WDRA023185 023185
 Direct Cite Funding

MIPR 2BNAVC9009

Funding in the amount of \$25,429 deobligated (Mod 06).

610001 1300351875 2615.00
 LLA :
 AF 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001738863

MOD 06 Funding -365129.00
 Cumulative Funding 750802.00

MOD 07

410003 1300355990 354670.08
 LLA :
 AK 2112035 0000 222 01052 8 399960 79 2516VF REF1201MIPR2 BNAVC9009C9WDA023185 023185
 Direct Cite
 MIPR 2BNAVC9009

410004 1300355990 10133.92
 LLA :
 AL 2132020 0000 222 01041 1 628000 00 2512VF RE00000MIPR3 ANAVC9001C9AYRA 023185
 Direct Cite
 MIPR 2BNAVC9009

610002 1300355990 35563.00
 LLA :
 AK 2112035 0000 222 01052 8 399960 79 2516VF REF1201MIPR2 BNAVC9009C9WDA023185 023185
 Direct Cite
 MIPR 2BNAVC9009

MOD 07 Funding 400367.00
 Cumulative Funding 1151169.00

MOD 08

400003 1300351875 (15600.00)
 LLA :
 AC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001738863

410005 1300363545 300846.00
 LLA :
 AM 2112035 0000 222 01052 8 399960 79 2512VI RQ00000MIPR3 HNAVC9048C9WCRA 023185

410006 1300363547 723169.00
 LLA :
 AN 2112035 0000 222 01052 8 399960 79 2512VI RQ00000MIPR3 HNAVC9048C9WCRA 023185

410007 1300351875 15600.00
 LLA :
 AC 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001738863

600003 1300351875 (1079.00)
 LLA :
 AE 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001738863

610003 1300351875 1079.00
 LLA :
 AE 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001738863

610004 1300363547 58473.00
 LLA :
 AN 2112035 0000 222 01052 8 399960 79 2512VI RQ00000MIPR3 HNAVC9048C9WCRA 023185

610005 1300363545 376800.00
 LLA :

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AM 2112035 0000 222 01052 8 399960 79 2512VI RQ00000MIPR3 HNAVC9048C9WCRA 023185

MOD 08 Funding 1459288.00
Cumulative Funding 2610457.00

MOD 09

410008 1300373185 228540.00
LLA :
AP 1721319 M7KC 251 67854 067443 2D C2277M 3RCR2HC10629

610006 1300373185 40275.00
LLA :
AP 1721319 M7KC 251 67854 067443 2D C2277M 3RCR2HC10629

MOD 09 Funding 268815.00
Cumulative Funding 2879272.00

MOD 10

410009 1300376659 14500.00
LLA :
AQ 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001893013

MOD 10 Funding 14500.00
Cumulative Funding 2893772.00

MOD 11 Funding 0.00
Cumulative Funding 2893772.00

MOD 12 Funding 0.00
Cumulative Funding 2893772.00

MOD 13

410010 130039496100001 24000.00
LLA :
AY 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002058788

410011 130039618200001 15000.00
LLA :
AW 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002067773

410012 130039654800001 22000.00
LLA :
AV 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002069976

410013 130039654800002 70000.00
LLA :
AU 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002069976

410014 130039655000001 45000.00
LLA :
AS 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002069979

410015 130039655000002 12000.00
LLA :
AT 97X4930 NH6A 252 77777 0 050120 2F 000000 A10002069979

410016 130039659100001 15000.00
LLA :
AX 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002070065

610007 130039496100002 1600.00
LLA :
AY 97X4930 NH6B 252 77777 0 050120 2F 000000 A00002058788

MOD 13 Funding 204600.00

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Cumulative Funding 3098372.00

MOD 14

410017 130040479500001 47500.00
 LLA :
 AZ 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002138985
 Standard Number: N6660414WX00218

610008 130040479500002 2500.00
 LLA :
 BA 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002138985
 Standard Number: N6660414WX00218

MOD 14 Funding 50000.00
 Cumulative Funding 3148372.00

MOD 15

410008 130037318500001 (27000.00)
 LLA :
 AP 1721319 M7KC 251 67854 067443 2D C2277M 3RCR2HC10629

610006 130037318500002 27000.00
 LLA :
 AP 1721319 M7KC 251 67854 067443 2D C2277M 3RCR2HC10629

MOD 15 Funding 0.00
 Cumulative Funding 3148372.00

MOD 16 Funding 0.00
 Cumulative Funding 3148372.00

MOD 17

410006 130036354700001 (106500.00)
 LLA :
 AN 2112035 0000 222 01052 8 399960 79 2512VI RQ00000MIPR3 HNAVC9048C9WCRA 023185

410012 130039654800001 (22000.00)
 LLA :
 AV 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002069976

410016 130039659100001 (15000.00)
 LLA :
 AX 97X4930 NH6A 252 77777 0 050120 2F 000000 A00002070065

610004 130036354700001 (23500.00)
 LLA :
 AN 2112035 0000 222 01052 8 399960 79 2512VI RQ00000MIPR3 HNAVC9048C9WCRA 023185

MOD 17 Funding -167000.00
 Cumulative Funding 2981372.00

MOD 18 Funding 0.00
 Cumulative Funding 2981372.00

MOD 19 Funding 0.00
 Cumulative Funding 2981372.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Note 1: PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor’s employees, or those subcontractors (as listed below), without the prior written approval of the Contracting Officer.

- Intelligence, Communications, Engineering, Inc.
- Servamer Corporation
- Stara Technologies, Inc.
- American Systems Corporation (Approved via Mod 03)
- Pacific Rim Defense (Approved via Mod 08)
- Swigart Engineering (Approved via Mod 16)

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this Task Order, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(End of clause)

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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:

ITEM	ALLOTTED	ALLOTTED	ALLOTTED	CPFF	M/HS	EST. POP
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	TO COST	TO FIXED FEE	TO AWARD FEE			
4000	██████████	██████████	0.00	646,139.00	0.00	06/12/2012 - 06/11/2013 06/12/2013
4100	████████████████████		0.00	1,749,948.00	0.00	- 06/11/2014 06/12/2012
6000	0.00	0.00	0.00	62,880.00	0.00	- 06/11/2013 06/12/2013
6100	0.00	0.00	0.00	522,405.00	0.00	- 06/11/2014

(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 [Will be inserted at time of award] 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).

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

(End of clause)

5252.233-9103 DOCUMENTATION OF REQUESTS FOR EQUITABLE ADJUSTMENT (APR 1999)

(a) For the purposes of this special contract requirement, the term "change" includes not only a change that is made pursuant to a written order designated as a "change order" but also (1) an engineering change proposed by the Government or by the Contractor and (2) any act or omission to act on the part of the Government in respect of which a request is made for equitable adjustment.

(b) Whenever the Contractor requests or proposes an equitable adjustment of \$100,000 or more per vessel in respect to a change made pursuant to a written order designated as a "change order" or in respect to a proposed engineering change and whenever the Contractor requests an equitable adjustment in any amount in respect to any other act or omission to act on the part of the Government, the proposal supporting such request shall contain the following information for

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each individual item or element of the request:

(1) A description (i) of the work required by the contract before the change, which has been deleted by the change, and (ii) of the work deleted by the change which already has been completed. The description is to include a list of components, equipment, and other identifiable property involved. Also, the status of manufacture, procurement, or installation of such property is to be indicated. Separate description is to be furnished for design and production work. Items of raw material, purchased parts, components and other identifiable hardware, which are made excess by the change and which are not to be retained by the Contractor, are to be listed for later disposition;

(2) Description of work necessary to undo work already completed which has been deleted by the change;

(3) Description of work not required by the terms hereof before the change, which is substituted or added by the change. A list of components and equipment (not bulk materials or items) involved should be included. Separate descriptions are to be furnished for design work and production work;

(4) Description of interference and inefficiencies in performing the change;

(5) Description of each element of disruption and exactly how work has been, or will be disrupted:

(i) The calendar period of time during which disruption occurred, or will occur;

(ii) Area(s) aboard the vessel where disruption occurred, or will occur;

(iii) Trade(s) disrupted, with a breakdown of manhours for each trade;

(iv) Scheduling of trades before, during, and after period of disruption;

(v) Description of measures taken to lessen the disruptive effect of the change;

(6) Delay in delivery attributable solely to the change;

(7) Other work attributable to the change;

(8) Supplementing the foregoing, a narrative statement of the direct "causal" relationship between any alleged Government act or omission and the claimed consequences therefor, cross-referenced to the detailed information provided as required above; and

(9) A statement setting forth a comparative enumeration of the amounts "budgeted" for the cost elements, including the material costs, labor hours and pertinent indirect costs, estimated by the Contractor in preparing its initial and ultimate proposal(s) for this contract, and the amounts claimed to have been incurred and/or projected to be incurred corresponding to each such "budgeted cost" elements.

(c) Each proposal in excess of \$100,000 submitted in support of a claim for equitable adjustment

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under any requirement of this contract shall, in addition to the information required by paragraph (b) hereof, contain such information as the Contracting Officer may require with respect to each individual claim item.

(d) It is recognized that individual claims for equitable adjustment may not include all of the factors listed in paragraph (b) above. Accordingly, the Contractor is required to set forth in its proposal information only with respect to those factors which are comprehended in the individual claim for equitable adjustment. In any event, the information furnished hereunder shall be in sufficient detail to permit the Contracting Officer to cross-reference the claimed increased costs, or delay in delivery, or both, as appropriate, submitted pursuant to paragraph (c) of this requirement, with the information submitted pursuant to paragraph (b) hereof.

(End of Text)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this task order. 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 and 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 descriptions.

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

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

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

(End of clause)

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5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)(SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

See individual Technical Instruction Letters.

(End of Text)

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SECTION I CONTRACT CLAUSES

NOTE: All clauses incorporated by reference and full text in the basic IDIQ contract apply to this Task order, as applicable, in addition to those added here.

CLAUSES INCORPORATED BY REFERENCE:

- 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
- 52.204-10 Reporting Subcontract Awards (Sept 2011)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (May 2011)
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data - Modifications (Aug 2011)
- 52.215-13 Subcontractor Certified Cost or Pricing Data—Modifications (Oct 2010)
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
- 52.222-49 Service Contract Act—Place of Performance Unknown (May 1989)
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- 52.224-1 Privacy Act Notification (Apr 1984)
- 52.224-2 Privacy Act (Apr 1984)
- 52.239-1 Privacy or Security Safeguards (Aug 1996)
- 252.203-7000 Requirements Relating to Compensation of Former DoD Officials (Sep 2011)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
- 252.204-7008 Export-Controlled Items (Apr 2010)
- 252.222-7002 Restrictions on Employment of Personnel (Mar 2000)
- 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements (Dec 2010)
- 252.225-7043 Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (Mar 2006)
- 252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel (Nov 2010)
- 252.242-7004 Material Management and Accounting System (May 2011)
- 252.242-7005 Contractor Business Systems (May 2011)
- 252.242-7006 Accounting System Administration (May 2011)
- 252.244-7001 Contractor Purchasing System Administration (May 2011)
- 252.245-7000 Government-Furnished Mapping, Charting, and Geodesy Property (Dec 1991)
- 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (Feb 2011)
- 252.246-7000 Material Inspection and Receiving Report (Mar 2008)

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

- (a) The Contractor shall update the information in the Federal Awardee Performance and

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Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, *i.e.*, for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

As required by section 3010 of Public Law 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to task order expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

52.219-9 -- Small Business Subcontracting Plan (Jan 2011) Alternate III (Jul 2010)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626 (e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

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“Commercial item” means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, webbased system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror’s subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the

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use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantages business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

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(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to –

- (i) Small business concerns,
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, servicedisabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with –

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteranowned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns

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have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled “Utilization of Small Business Concerns” in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the plan that complies with the requirements of this clause.

(10) Assurances that the offeror will –

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Standard Form (SF) 294 Subcontracting Report for Individual Contract in accordance with the paragraph (l) of this clause. Submit the Summary Subcontract Report (SSR) in accordance with the paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations; and

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the SF 294; in accordance with the paragraph (l) of this clause. Ensure that subcontractors with subcontracting plans agree to submit the SSR in accordance with paragraph (1) of this clause, using eSRS.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror’s efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plantwide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small

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business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating –

(A) Whether small business concerns were solicited and if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and if not, why not;

(F) Whether women-owned small business concerns were solicited and if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact –

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through --

(A) Workshops, seminars, training, etc., and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each

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subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided –

(1) The master plan has been approved;

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(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit a SF 294. The contractor shall submit SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these

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reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) SF 294. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan. For prime contractors the report shall be submitted to the contracting officer, or as specified elsewhere in this contract. In the case of a subcontract with a subcontracting plan, the report shall be submitted to the entity that awarded the subcontract.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For

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civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

52.222-2 Payment for Overtime Premiums (July 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 8,000 hours annually or the overtime premium is paid for work—

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(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class Monetary Wage—Fringe Benefits

Drafter/CAD Operator II (30062) GS-5 \$22.60

Secretary II (01312) GS-5 \$20.18

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Word Processor II (01612) GS-4 \$17.67

Machinist Maintenance (23550) WG-10 \$22.91

Electronics Technician Maintenance II (23182) WG-9 \$26.47

Media Specialist I (13061) GS-4 \$18.73

Computer Programmer I (14071) GS-7 \$26.36

(End of clause)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including-

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Exhibit A.1 Contract Data Requirements List, DD Form 1423

A001 Quality Management System Manual

A002 Management Plan

A003 Monthly Progress Report (MPR)

A004 Reports

A005 Documents

A006 Integrated Assessment Plan

A007 Air Operations Plan

A008 Daily Air Plans

A009 Project Management Plan

A010 Event / Workshop Plan

A011 Task Planning Sheet

Attachment 1: Contract Security Classification Specification, DD Form 254

Attachment 2: Wage Determination, Washington (District of Columbia), Number: 2005-2104, Revision 13, dated 06/13/2011

Attachment 3: Approved Subcontracting Plan dated 20 February 2012

ATTACHMENT 4: NAVSEA NUWC Division Keyport, Safety Requirements for Contractors and Subcontractors, Rev J, dated April 2011

ATTACHMENT 5: NAVSEA NUWC Division Keyport, Contractor's Guide to Environmental Compliance, dated 09/22/2008

ATTACHMENT 6: Acronym List

ATTACHMENT 7: Wage Determination, Washington (District of Columbia), Number: 2005-2104, Revision 14, dated 06/13/2012

ATTACHMENT 8: Wage Determination, New Mexico (Entire State), Number: 2005-2362, Revision 13, dated 06/13/2012

ATTACHMENT 9: Wage Determination, Arizona (Maricopa County), Number: 2005-2024, Revision 16, dated 06/13/2012

ATTACHMENT 10: Wage Determination, Arizona (Cochise County), Number: 2005-2026, Revision 15, dated 06/13/2012

ATTACHMENT 11: Wage Determination, Nevada (Clark County), Number: 2005-2332, Revision 14, dated 06/13/2012

ATTACHMENT 12: Novation Agreement, dated 06/05/2014