

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 10-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. N00174-09-MR-60540	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Northrop Grumman Space & Mission Systems Corp. 2340 Dulles Corner Boulevard Herndon VA 20171-3415	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4091-FG01
	10B. DATED (SEE ITEM 13) 26-Mar-2009
CAGE CODE 1V4X9	FACILITY CODE 064683464

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input 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)	
		Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY	10-Jun-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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## GENERAL INFORMATION

The purpose of this modification is to correct the LOA for ACRN AA as stated in N00178-04-D-4091-FG01. A conformed copy of this Task Order is attached to this modification for information purposes only.

1. The LOA is hereby changed as follows:

FROM:

9790100.1220 4325 00000 2525 9JAA 012195 DJACC91226

TO:

9790100.1220 4325 00000 2525 9JAA97 012195 DJAC91226

2. All other terms and conditions remain unchanged.

3. For further information regarding this modification please contact [REDACTED]

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Year Labor - Reconnaissance Operations Division (ROD) Support Services in accordance with the attached Performance Work Statement. (OTHER)				\$268,572.00
400001	Incremental funding req no 9110-5561 (OTHER)				
4001	Option Year 1 Labor - Reconnaissance Operations Division (ROD) Support Services in accordance with the attached Performance Work Statement. (TBD) Option				\$285,734.00
4002	Option Year 2 Labor - Reconnaissance Operations Division (ROD) Support Services in accordance with the attached Performance Work Statement. (TBD) Option				\$298,330.00
4003	Option Year 3 Labor - Reconnaissance Operations Division (ROD) Support Services in accordance with the attached Performance Work Statement. (TBD) Option				\$311,069.00
4004	Option Year 4 Labor - Reconnaissance Operations				\$323,505.00

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Division (ROD)  
Support Services  
in accordance  
with the attached  
Performance Work  
Statement. (TBD)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Base Year ODC's - Travel in accordance with the Performance Work Statement. All travel shall be preapproved by the Task Order Manager/ Contracting Officer Representative. Reimbursement will be made in accordance with the Joint Travel Regulations (JTR). Not to exceed \$4,120. (OTHER)	1.0 Lot	\$4,120.00
600001	Incrementally fund req no 91105561 (OTHER)		
6001	Option Year 1 ODC's - Travel in accordance with the Performance Work Statement. All travel shall be preapproved by the Task Order Manager/ Contracting Officer Representative. Reimbursement will be made in accordance with the Joint Travel Regulations (JTR). Not to exceed \$4,244. (TBD) Option	1.0 Lot	\$4,244.00
6002	Option Year 2 ODC's - Travel in accordance with the Performance	1.0 Lot	\$4,371.00

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Work Statement.  
All travel shall  
be preapproved by  
the Task Order  
Manager/  
Contracting  
Officer  
Representative.  
Reimbursement  
will be made in  
accordance with  
the Joint Travel  
Regulations  
(JTR). Not to  
exceed \$4,371.  
(TBD)  
Option

6003      Option Year 3                      1.0 Lot                      \$4,502.00

ODC's - Travel in  
accordance with  
the Performance  
Work Statement.  
All travel shall  
be preapproved by  
the Task Order  
Manager/  
Contracting  
Officer  
Representative.  
Reimbursement  
will be made in  
accordance with  
the Joint Travel  
Regulations  
(JTR). Not to  
exceed \$4,502.  
(TBD)  
Option

6004      Option Year 4                      1.0 Lot                      \$4,637.00

ODC's - Travel in  
accordance with  
the Performance  
Work Statement.  
All travel shall  
be preapproved by  
the Task Order  
Manager/  
Contracting  
Officer  
Representative.  
Reimbursement  
will be made in  
accordance with  
the Joint Travel  
Regulations  
(JTR). Not to  
exceed \$4,637.  
(TBD)  
Option

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**TASK ORDER MANAGER (TOM)**

To be completed at time of award.

(a) The Task Order Manager for this task order is:

[REDACTED]

(b) The Alternate TOM for this contract is:

Name: \_\_\_\_\_ Mailing \_\_\_\_\_ Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

(c) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(d) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(e) In the event that the TOM named above is absent due to leave, illness or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PART 1

#### GENERAL INFORMATION

#### 1.0 Description of Services

##### 1.1 Background

The Joint Staff Deputy Directorate for Global Operations (DDGO) Reconnaissance Operations Division (ROD) is responsible for developing, reviewing, coordinating and staffing Department of Defense Sensitive Reconnaissance Operations (SRO) policy, strategy and operations procedures to include Intelligence, Surveillance and Reconnaissance (ISR) asset allocation in support of geographic combatant commander priority intelligence collection requirements and related information needs in support of the Global War on Terrorism. The ROD provides operational ISR representation on the Joint Staff and is responsible for advising the CJCS on the allocation, employment and use of ISR resources to achieve national, strategic, and theater military objectives. The ROD acts as the point of contact and liaison for seven national agencies, four Services, and ten unified commands for the employment of over 28 unique airborne ISR assets. The ROD translates USSTRATCOM allocation recommendations into actionable deployment orders in support of all combatant commands. The ROD also manages deployment order processing for OPEN SKIES Treaty support. The ROD is responsible for the management of ISR fleet readiness. Along with the Readiness Division, J-2 and USSTRATCOM, ROD matches ISR asset availability against combatant commands' warfighting ISR requirements. In addition, the ROD ensures J-3 equities on the Battlespace Awareness Functional Capability Board (J-2/J-8) are represented. The ROD responds to combatant commander requests for ISR support for peacetime SRO, as well as contingency operations during crisis and war. The ROD responds to congressional requests for information, OSD-level requests and other combatant command and interagency needs that impact on the programming, planning, budgeting and executing SRO and ISR operations worldwide.

##### 1.2 Purpose

To obtain Contracted Advisory and Assistance Service (CAAS) support for the Reconnaissance Operations Division in response to emergent Unmanned Aerial Vehicle and Intelligence, Surveillance and Reconnaissance requirements levied on DDGO ROD.

##### 1.3 Objective

The contractor shall provide all staffing, equipment, and materials necessary to perform the tasks as defined in this PWS; except that which is Specified in Part 3 as Government Furnished Information, Facilities, Property, Equipment and Services at Joint Staff, DDGO, Reconnaissance Operations Division. The objective of this procurement is to acquire contractor support for the IT needs of the Joint Staff DDGO ROD for its policy, planning, program oversight and guidance functions pertaining to the technologies, systems, programs, processes, infrastructures, and architectures involving and related to Joint Staff SRO, ISR, as well as associated Sensors and Information Technology. The contractor shall perform to the standards in this contract. In this effort, the contractor shall provide strictly non-personal services and shall work as an independent contractor not subject to supervision and control by the Government.

##### 1.4 General Information

###### 1.4.1 Place of Performance

The primary place of performance for this effort is Joint Staff, Deputy Directorate for Global Operations, Reconnaissance Operations Division, Pentagon.

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#### **1.4.2 Task Order Manager (TOM)**

To be completed at time of award.

#### **4 Primary and Alternate Point of Contact (POC)**

To be completed at time of award.

Alternate POC:

#### **1.4.3 Hours of Operation**

The contractor is responsible to perform between the hours of 0800 to 1600, Monday thru Friday, or as required to handle duty officer tasks, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

#### **1.4.4 Travel**

All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the COR.

#### **1.4.5 Recognized Holidays**

The contractor is NOT required to perform on these days.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

#### **1.4.6 Security Requirements**

##### **1.4.6.1 Clearance Level**

TS/SCI: All contractor personnel shall possess a current Final Top Secret (TS) Clearance based on a Single Scope Background Investigation (SSBI) completed within the last 5 years with Sensitive Compartmented Information (SCI) eligibility.

##### **1.4.6.2 Facility Clearance**

The Contractor shall possess or be eligible to receive and maintain a (*TS/SCI*) facility clearance from the Defense



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Security Service. The Contractor's employees performing work in support of this contract shall have been granted a Secret Security Clearance from the Defense Industrial Security Clearance Office.

#### **1.4.6.3 Physical Security**

The contractor shall be responsible for safeguarding all Government information or property provided for contractor use. At the close of each work period, Government information, facilities, equipment and materials shall be secured as specified.

#### **1.4.7 Post Award Conference/Periodic Progress Meetings**

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Task Order Manager (TOM), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these progress meetings the contracting officer will provide feedback to the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Government and contractors shall take appropriate action to resolve outstanding issues.

#### **1.4.8 Identification of Contractor Employees**

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the audience that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. All contractor employees performing work onsite at the Joint Staff will be required to properly display identification badges at all times.

#### **1.4.9 Deliverables**

All deliverables become the property of the United States Government. Unless otherwise stated, all deliverables will be submitted in both hardcopy and electronic media in Microsoft Word/PowerPoint/Excel/Access/Visio/Project format.

## PART 2

### DEFINITIONS & ACRONYMS

Defective Service - A service output that does not meet the standard of performance associated with it in the PWS.

Delivery Date - The specific time of delivery and/or performance.

Metrics - A system of parameters or ways of quantitative and periodic assessment of a process that is to be measured, along with the procedures to carry out and interpret such measurement and assessment.

Naval Sea Systems Command (NAVSEA) - Provides contracting and acquisition support to the Navy and other various Department of Defense organizations in the National Capital Region (NCR), including the Joint Staff. The acquisition and contracting support provided to Joint Staff customers span from pre-award through contract close-out.

Performance Objective - The service and/or activity required.

Performance Requirement - The outcomes, or results, that lead to satisfaction of the objective(s).

Performance Standard - Establishes the performance level required by the Government to meet the contract requirements. The standards shall be measurable and structured to permit an assessment of the contractor's

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performance.

Performance Threshold - Minimum acceptable level, error rate and/or deviation from standard.

Performance Work Statement (PWS) - A detailed work statement for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

Quality Assurance (QA) - Those actions taken by the Government to assure services meet the requirements of the PWS.

Quality Control (QC) - Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Control Plan (QCP) - A document organizing the performance control processes to be applied for delivering the level of service required by the PWS.

Task - How the contracting effort fits within the existing or intended customer environment both technically and organizationally; a specific piece of work to be completed within a certain time period.

Task Order Manager (TOM) - A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor.

Wide Area Work Flow (WAWF) - A secure Web-based system to allow contractors to submit electronic invoices, and provide the Government a means to electronically receipt and accept supplies and services.

## PART 3

### GOVERNMENT FURNISHED INFORMATION, FACILITIES, PROPERTY, EQUIPMENT AND SERVICES

#### **3.0 General**

The Government will provide the information, facilities, property, equipment and services listed below.

#### **3.1 Information**

The Government will provide access to appropriate Government regulations, instructions, policies, procedures and lessons learned documents.

#### **3.2 Facilities**

The Government will furnish the necessary workspace for the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

#### **3.3 Property**

The Government will provide adequate work space and material equivalent to that used by Government personnel to include personal computer, desk, chair, cabinet space, and telephone.

#### **3.4 Equipment**

The Government will provide equipment and supplies necessary for production/reproduction materials for all tasks in the Performance Work Statement.

#### **3.5 Services**

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The Government will provide an account on unclassified and classified automated information systems as deemed necessary for task completion and access to non-secure and secure telephone systems.

### **3.6 Utilities**

All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

## **PART 4**

### **TASK DESCRIPTIONS**

#### **4.0 Task Descriptions**

##### **4.1 Schedule**

###### **4.1.1 Kick-Off Meeting**

The contractor shall schedule and conduct a joint Government, contractor kick-off meeting to review PWS requirements.

###### **4.1.2 Project Schedule**

The contractor shall deliver and maintain an integrated project schedule that shows all resource-loaded tasks through Level 2, durations, dependencies and deliverables.

##### **4.2 Monthly Progress Reports**

The contractor shall submit monthly status reports delivered in a format and/or media approved by the TOM. Electronic media shall be used whenever practical. First Monthly Progress Report due NLT 15 days after the first full reporting month. Subsequent reports are due NLT 15 days after the last day of each calendar month. These reports shall include the following elements:

- Contractor's name and address
- Contract number and SubCLIN number
- Date of report
- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the contract
- Cost curves portraying actual/projected conditions through the technical instruction
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract
- Trips and significant results
- Plans and recommendations for activities during the following period
- Problems and shortfalls; identify potential problems and identify any anticipated technical or funding shortfall or irregularity during the specified period of performance not later than four (4) months prior to the anticipated shortfall.

###### **4.2.1 Disclaimer Statement**

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

*“The views, opinions and findings, contained in this report are those of the author(s) and should not be construed*

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*as an official Department of Defense (DOD) position, policy, or decision, unless so designated by other official documentation."*

### **4.3 Quality**

#### **4.3.1 Quality Control Plan**

The contractor shall implement a Quality Control Program (QCP) for this effort. The contractor shall prepare and provide a quality control plan to detail and describe the contractor's framework and processes within the QCP for delivering quality products and services required by the tasks in this PWS. The contractor shall provide a briefing to the Government outlining its planned implementation of the QCP for the contract tasks. The contractor shall ensure all work will be performed in accordance with the contract requirements and the quality control plan. The contractor shall provide the requisite staffing and procedures to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and service delivery and performance requirements of this effort. The contractor shall identify in the quality control plan, the applicable processes and metrics used to self-assess performance, in addition to the resources to be applied to this effort.

### **4.4 Technical**

#### **4.4.1 Contract Performance Management**

The contractor shall provide an experienced program manager (PM) with the necessary authority and qualifications to act as the contractor's single point of contact for all program management, program control and administrative matters related to the contract. The contractor shall provide monthly status reports to the Task Order Manager (TOM). A semiannual contract review shall be performed by the TOM. The PM shall ensure that each task in this Performance Work Statement is effectively executed within the established dollar, labor hour and schedule constraints, and keep the Contracting Officer (KO) and TOM informed of factors affecting contract performance.

#### **4.4.2 Decision Support**

The contractor shall perform analyses, evaluations, studies, assessments, and other information activities to support the ROD's IT decision-making. In response to DoD/Joint Staff information requests, the contractor shall review and analyze ISR information from numerous sources and incorporate relevant material into reports, estimates and presentation products. The contractor shall send representatives to sit on panels; attend meetings and conferences; coordinate, organize, and facilitate panels and review groups; and monitor the activities of similar groups and organizations on relevant topics in support of the ROD.

#### **4.4.3 Process Support**

The contractor shall support the business and management processes of the ROD to ensure accurate representation of ROD's IT interests, goals, objectives, and strategies; coordinating and facilitating management activities conducted within ROD office spaces and at locations external to those spaces; supporting routine internal operations and business functions. The contractor shall support ISR deployment order staffing. The contractor shall liaise with USSTRATCOM Joint Functional Component Commander for ISR (JFCC-ISR) on deployment order recommendations, OLYMPIC TITAN implementation orders, and Sensitive Reconnaissance Operations (SRO) policy and doctrinal development. The contractor shall support the integration of Joint Staff, USSTRATCOM and/or Service comments and recommendations. The contractor shall prepare Joint Staff SecDef Deployment Order Book (SDOB) presentation products and prepare briefing officer. The contractor shall attend SRO and ISR conferences hosted by combatant commands. The contractor shall draft and present Joint Staff ROD briefings. The contractor shall provide written documentation of relevant issues and recommendations and support necessary Joint Staff follow-on actions. The contractor shall support the development of policy and doctrine on Sensitive Reconnaissance Operations, and conduct annual review of CJCSI 3250.01 series, "Policy Guidance for Sensitive Airborne and Maritime Surface Reconnaissance Operations." Based on the support activities above, the contractor shall recommend business process reengineering improvements to increase ROD's efficiency and effectiveness and maintain Automated Messaging Handling System (AMHS) expertise. The contractor shall prepare draft AMHS messages for ISR deployment orders, OLYMPIC TITAN implementation orders, and/or other actions for Government review and approval in support of ROD.

#### **4.4.4 Program Element Oversight Support**

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The contractor shall provide analyses and maintain requisite technical capabilities to support all phases of the Planning, Programming, Budgeting, and Execution System (PPBE) process. The contractor shall also provide support for the Program Review Groups, Defense Resources Boards (DRB/EDRB), DoD and Office of Management and Budget hearings, and during the Congressional budget review process.

#### **4.4.5 Acquisition Process Support**

The contractor shall support ROD in all phases of the DoD System Acquisition process. This includes cost analysis, tradeoff assessment, requirements analysis, programmatic and technical issue resolution, meeting facilitation and support, milestone decision support with its numerous technical and documentary requirements, and support to the development of acquisition and investment strategies. The contractor shall review Analyses of Alternatives, Requirements Documents, Acquisition Program Baselines, Test and Evaluation Master Plans, Cost Analyses, Economic Analyses, C4I Support Plans, etc. to ensure ROD equities are preserved and programs are executed within cost, schedule, and performance requirements.

#### **4.4.6 Support to Future Systems, Concepts and Modernization**

The contractor shall support the development and implementation of C3, ISR, SRO, Sensors and IT architectures, plans, systems, and infrastructures; transition of these architectures, plans, systems, and infrastructures into operational systems; and assessment and development of new technologies and investment and acquisition strategies to achieve future objective capabilities. The contractor shall support the Deputy Directorate for Global Operations (DDGO) and J-3 by attending/supporting SRO and ISR to include Joint Requirement Oversight Council (JROC), Quadrennial Defense Review, Battlespace Awareness Functional Capability Board and other meetings/working groups. The contractor shall advise the ROD of the feasibility of emerging technologies as well as provide recommendations for resolving identified issues and problems. The contractor shall provide quick reaction support for resolution of emerging problems and issues within C3, ISR, SRO, Sensors and IT programs. The contractor shall support the ROD as it addresses new mission areas such as critical infrastructure protection and information

operations as part of the nation's efforts to improve homeland security. The contractor shall perform assessments, reviews, memos, and draft Joint Staff Action Processing (JSAP) packages in support of Joint Staff DDGO/J-3 and/or other Joint ISR operations, programs, initiatives, and activities.

#### **4.4.7 Support to Interagency and International Activities**

The contractor shall support the Joint Staff in interagency and international activities to facilitate effective and efficient IT interaction with organizations and bodies external to the DOD. The contractor shall provide support to Joint Staff/J-3 for ISR issues associated with Defense Support to Civil Authorities (DSCA). The contractor shall provide support to Joint Staff/J-3 for ISR related congressional testimony and responses to congressional ISR questions for record (QFR). The contractor shall perform ISR/SRO Freedom of Information Requests and Declassification Reviews and provide recommended responses to such requests.

### **5.0 Quality Assurance Surveillance Plan (QASP)**

To comply with NAVSEA directives to facilitate performance-based services contracting, Indian Head Division / NSWC shall incorporate performance requirements based upon the Contractor Performance Assessment Reporting System (CPARS) and Best-value performance measurement factors into our Task Orders. Contractor performance will be assessed on a continuing basis by review of deliverables, technical meetings, and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review will be conducted at the conclusion of each Task Order. A CPARS-type evaluation of all Task Orders performed (in whole or in part) under a given contract will be conducted on an annual basis.

The QASP provides for contractor performance evaluation in five (5) general areas. Each performance assessment will contain the following three elements: Performance Objective(s), Performance Measurement Factors, and Performance Rating Definitions. When taken in the aggregate, these elements constitute the performance evaluation under the QASP of the individual Task Orders issued under the related contracts. A brief description of each of the three (3) elements is as follows:

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**Performance Objective** – The contract or Task Order delineation of Deliverables and/or overall objective(s) as described under the Scope.

**Performance Measurement Factor (PMF)** – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIV / NSWC, SPT), those matters about which the Government will be gathering data. Each objective will likely have one or more performance measurement factors.

**Performance Rating and Definitions** – An adjectival and/or numerical rating with definition of the meaning of each rating level when applied to each performance measurement factor. The technical monitor (COR) has the responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. Individual Task Orders may specify a minimum acceptable rating, target rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for an individual Task Order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

## PART 5

### APPLICABLE DOCUMENTS

#### 5.0 Applicable Documents

##### 5.1 Specific Regulation or Guidance

1. CJCSI 3250.1 Series, Policy Guidance for Sensitive Airborne and Maritime Surface Reconnaissance Operations.

### TECHNICAL EXHIBIT 1

#### PERFORMANCE REQUIREMENTS SUMMARY

Task 5 Paragraph	Tasks	Delivery Date	Performance Standard
4.1	Schedule		
4.1.1	Schedule and conduct a contract kick-off meeting	DOA + 10 Days	One Time
4.1.2	Plan and maintain task and project schedules; show progress, milestones, and endstate	Task/Project Assignment to Completion	Daily
4.2	Monthly Status Report	15 <sup>th</sup> of the Month	Monthly
4.3	Quality		
4.3.1	Prepare and provide a Quality Control Plan	DOA + 15 Days	One Time
4.4	Technical		

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<b>4.4.1</b>	Contract Performance Management		
<b>4.4.1.1</b>	Monthly Status Reports	15 <sup>th</sup> of the Month	Monthly
<b>4.4.1.2</b>	Semiannual Contract Review	Sept 15 <sup>th</sup> & March 15 <sup>th</sup>	Semiannual
<b>4.4.2</b>	Decision Support		
<b>4.4.2.1</b>	Review and analyze ISR information and incorporate relevant material into reports, estimates and presentation products	15 <sup>th</sup> of the Month	Monthly
<b>4.4.2.2</b>	Attend meetings and conferences; coordinate, organize, and facilitate panels and review groups	15 <sup>th</sup> of the Month	Monthly
<b>4.4.3</b>	Process Support		
<b>4.4.3.1</b>	Support and liaise with agencies on ISR deployment, implementation, and execute order staffing, and Sensitive Reconnaissance Operations (SRO) policy and doctrinal development	15 <sup>th</sup> of the Month	Monthly
<b>4.4.3.2</b>	Prepare SecDef Deployment Order Book (SDOB) and SRO presentation products and prepare briefing officer; draft and present Joint Staff ROD briefings	15 <sup>th</sup> of the Month	Monthly
<b>4.4.3.3</b>	Provide written documentation of relevant issues and recommendations and support; prepare draft AMHS messages	15 <sup>th</sup> of the Month	Monthly
<b>4.4.3.4</b>	Attend SRO and ISR conferences hosted by combatant commands	Sept 15 <sup>th</sup> & March 15 <sup>th</sup>	Semiannually
<b>4.4.3.5</b>	Conduct annual review of CJCSI 3250.01 series directives	March 15 <sup>th</sup>	Annually
<b>4.4.4</b>	Program Element Oversight Support		
<b>4.4.4.1</b>	Provide analyses and maintain technical capabilities to support all phases of the Planning, Programming, Budgeting, and Execution System (PPBE) process; provide support for budget-related hearings and review process	15 <sup>th</sup> of the Month	Monthly
<b>4.4.5</b>	Acquisition Process Support		
<b>4.4.5.1</b>	Support ROD development of acquisition and investment strategies; facilitate meetings/support; provide milestone decision support with technical and documentary requirements	15 <sup>th</sup> of the Month	Monthly
<b>4.4.5.2</b>	Review acquisition programs and documents to ensure ROD equities are preserved and programs are executed within cost, schedule, and performance requirements.	15 <sup>th</sup> of the Month	Monthly
<b>4.4.6</b>	Support to Future Systems, Concepts, and Modernization		
<b>4.4.6.1</b>	Support the assessment, development, implementation and operational transition of ISR-related architectures, plans, systems, and infrastructures	15 <sup>th</sup> of the Month	Monthly

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<b>4.4.6.2</b>	Attend and support fora that address future SRO and ISR to include Joint Requirement Oversight Council (JROC), Quadrennial Defense Review, Battlespace Awareness Functional Capability Board and other meetings/working groups; advise ROD of the feasibility of emerging technologies as well as provide recommendations for resolving identified issues and problems.	The 15 <sup>th</sup> of June, Sept, Dec, and May	Quarterly
<b>4.4.6.3</b>	Perform assessments, reviews, memos, and draft Joint Staff Action Processing (JSAP) packages in support of Joint Staff DDGO/J-3 and/or other joint ISR operations, programs, initiatives, and activities.	15 <sup>th</sup> of the Month	Monthly
<b>4.4.7</b>	Support to Interagency and International Activities		
<b>4.4.7.1</b>	Support interagency and international activities to facilitate effective and efficient IT interaction with organizations and bodies external to the DOD.	15 <sup>th</sup> of the Month	Monthly
<b>4.4.7.2</b>	Support ISR issues associated with Defense Support to Civil Authorities (DSCA).	15 <sup>th</sup> of the Month	Monthly
<b>4.4.7.3</b>	Support for ISR related congressional testimony and responses to congressional ISR questions for record (QFR).	15 <sup>th</sup> of the Month	Monthly
<b>4.4.7.4</b>	Perform ISR/SRO Freedom of Information requests and declassification reviews and provide recommended responses to such requests.	15 <sup>th</sup> of the Month	Monthly



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## **SECTION D PACKAGING AND MARKING**

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

SEE BASIC CONTRACT.

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## **SECTION E INSPECTION AND ACCEPTANCE**

INSPECTION AND ACCEPTANCE IS AT DESTINATION.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### **CLIN - DELIVERIES OR PERFORMANCE**

The period of performance for this requirement, including all options, is five (5) years.

CLIN 4000 - date of verbal authority (03/26/2009) through one year  
CLIN 4001 - Exercise of Option I through one year thereafter  
CLIN 4002 - Exercise of Option II through one year thereafter  
CLIN 4003 - Exercise of Option III through one year thereafter  
CLIN 4004 - Exercise of Option IV through one year thereafter

CLIN 6000 - date of verbal authority (03/26/2009) through one year  
CLIN 6001 - Exercise of Option I through one year thereafter  
CLIN 6002 - Exercise of Option II through one year thereafter  
CLIN 6003 - Exercise of Option III through one year thereafter  
CLIN 6004 - Exercise of Option IV through one year thereafter

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## SECTION G CONTRACT ADMINISTRATION DATA

### TASK ORDER POINTS OF CONTACT

To be completed at time of award.

The following contacts are provided for this contract:

Contract Administrator: [REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

Task Order Manager: [REDACTED]

[REDACTED]

### IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

\* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

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3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

#### IHD 77 – CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (AUG 2008)

(a) In accordance with the clause of this contract entitled "Electronic Submission of Payments Requests and Receiving Reports" (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center 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. 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 Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(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 following information regarding payment request routing is provided for completion of the document in WAWF:

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

THE BELOW TABLE WILL BE COMPLETED AT TIME OF AWARD

Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders
Contract Number: N00178-04-D-4091
Task Order: FG01

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CAGE Code/Ext. 1V4X9	
Pay DoDAAC: HQ0338	
Issue date: 03/26/2009	ENTER BLOCK WHERE THIS DATE IS LOCATED
IssueBy DoDAAC: N00174	
Admin DoDAAC: S2404A	
DCAA Auditor DoDAAC/Ext.: HAA031	
Service Approver/Ext.	ADMIN DoDAAC

(e) 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.

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address (es):

**Technical Representative: TO BE COMPLETED AT TIME OF AWARD**

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6648 or [daniel.twombly@navy.mil](mailto:daniel.twombly@navy.mil) or Georgia Warder at 301 744-6679 or [georgia.warder@navy.mil](mailto:georgia.warder@navy.mil).

#### IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) FEB 2000

Security badges will be issued by the Government only to those contractor personnel who require access to the Pentagon in connection with work to be performed under this contract. Approval for such issuance may only be granted by the TOM, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the JCS-Pentagon. This does not include badges temporarily authorized for contractor visitors to the JCS-Pentagon. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the JCS-Pentagon. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

Accounting Data		
SLINID	PR Number	Amount
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400001	91105561	220480.00

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LLA :  
AA 9790100.1220 4325 00000 2525 9JAA 012195 DJACC91226  
Standard Number: H91269-8352-1226  
In support of J3-08-0030 (ROD Support)

600001 91105561 4120.00

LLA :  
AA 9790100.1220 4325 00000 2525 9JAA 012195 DJACC91226  
Standard Number: H91269-8352-1226  
In support of J3-08-0030 (ROD Support)

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### ALLOTMENT OF FUNDS (MAY 1993)

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

#### ESTIMATED

#### ITEM(S) ALLOTTED TO COST ALLOTTED TO FEE PERIOD OF PERFORMANCE

4000	\$	██████████	██████████	Date of verbal authority through March 25, 2010
6000	\$	4,120.00	\$	Date of verbal authority through March 25, 2010

### 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

### 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or



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otherwise serve to accomplish the contractual statement of work.

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

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

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

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

**IHD 1 - coNTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)  
NAVSEA/IHD (JAN 2001)**

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <https://cpars.csd.disa.mil> Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPARS. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name

Phone

E-mail Address (optional)

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## SECTION I CONTRACT CLAUSES

Reference 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

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 365 days of award or exercise of option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

d. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

52.232-22 LIMITATION OF FUNDS (APR 1984)

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

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

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing

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contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

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

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

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

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

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

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

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

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

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

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

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

(End of clause)

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52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed        or the overtime premium is paid for work --

(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.

\* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment A - Final DD254

Attachment B - Task Order Admin Plan

Attachment C - QASP Plan