

2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 22-Jun-2016	4. REQUISITION/PURCHASE REQ. NO. N4703916RCD1160	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S0107A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) TSM 7622 Bartlett Corporate Drive, Suite 101 Bartlett TN 38133-0000	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4148-FK02 10B. DATED (SEE ITEM 13) 22-Jan-2013
CAGE CODE 9R448 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Unilateral Modification - 52.217-8 'Option to Extend Services'

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)		
	Gerald L Bowne, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>/s/Gerald L Bowne</u>	15-Jun-2016
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to 1. Exercise the Option 8004 and 9003. 2. Fully funded this Option in the amount of [REDACTED], Document N4703916RCD1160 applies. All other terms and conditions remain unchanged.. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8004	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
9003	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8004	[REDACTED]	[REDACTED]	[REDACTED]
9003	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R408	Tomahawk Mission Planning Support, Tomahawk Logistics Support, and Speech Writing Support Services IAW the Performance Work Statement (PWS). (O&MN,N)	10.0	MO		
5001	R408	BMD LNO Support Services IAW the Performance Work Statement (PWS). (O&MN,N)	11.0	MO		
5002	R408	Tomahawk Mission Planning Support, Tomahawk Logistics Support, and Speech Writing Support Services IAW the Performance Work Statement (PWS). (O&MN,N)	12.0	MO		
500201	R408	FOR FUNDING PURPOSES ONLY (O&MN,N)				
5003	R408	BMD LNO Support Services IAW the Performance Work Statement (PWS). (O&MN,N)	12.0	MO		
500301	R408	FOR FUNDING PURPOSES ONLY (O&MN,N)				
5004	R408	FURLOUGH Tomahawk Mission Planning Support, Tomahawk Logistics Support, and Speech Writing Support Services IAW the Performance Work Statement (PWS). (O&MN,N)	1.0	MO		
5005	R408	FURLOUGH BMD LNO Support Services IAW the Performance Work Statement (PWS). (O&MN,N)	1.0	MO		
5006	R408	Tomahawk Mission Planning Support, Tomahawk Logistics Support, and Speech Writing Support Services IAW the Performance Work Statement (PWS). (O&MN,N)	1.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Travel IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount. Not to Exceed Amount [REDACTED]0. (O&MN,N)	1.0	LO	
6001	R408	Travel IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount. Not to Exceed Amount [REDACTED]. (O&MN,N)	1.0	LO	
600101	R408	FOR FUNDING PURPOSES ONLY (O&MN,N)			

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R408	Tomahawk Mission Planning Support, Tomahawk Logistics Support, and Speech Writing Support Services IAW the	12.0	MO		

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Performance Work Statement (PWS). (O&MN,N)				
8001	R408	BMD LNO Support Services IAW the Performance Work Statement (PWS). (O&MN,N)	12.0	MO		
800101	R408	FOR FUNDING PURPOSES ONLY. (O&MN,N)				
800102	R408	FOR FUNDING PURPOSES ONLY. (O&MN,N)				
8002	R408	OPNAV N96 PROGRAM MANAGEMENT SUPPORT - 4 MONTH EXTENTION. (O&MN,N)	4.0	MO		
8003	R408	OPTION I: OPNAV N96 PROGRAM MANAGEMENT SUPPORT - 1 MONTH EXTENTION. (O&MN,N)	1.0	MO		
8004	R408	OPTION II - OPNAV N96 PROGRAM MANAGEMENT SUPPORT - 1 MONTH EXTENTION. (O&MN,N)	1.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Travel IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount. Not to Exceed Amount (O&MN,N)	1.0	LO	
900001	R408	FOR FUNDING PURPOSES ONLY. (O&MN,N)			
9001	R408	Travel in support of CLIN 8002. NTE (O&MN,N)	1.0	LO	
9002	R408	Option I: Travel in support of CLIN 8003. NTE (O&MN,N)	1.0	LO	
9003	R408	OPTION II - Travel in support of CLIN 8004. NTE (O&MN,N)	1.0	LO	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance-Based Work Statement for Program Management Services

In support of

Department of the Navy, Chief of Naval Operations
Surface Warfare Directorate OPNAV N96

1. Introduction

OPNAV, Surface Warfare Directorate (N96) and any associative organizations require professional support services in the functional areas of program management and speechwriter support services. The government intends to contract for these services utilizing a Seaport-e contract vehicle.

1.1. Background

In order to support the Chief of Naval Operations in his responsibility to resource the warfighter and provide forces to combatant commanders, the Surface Warfare Directorate, N96 acts in support of the Deputy Chief of Naval Operations for Integration of Capabilities and Resources, N9. N96 has evolved through multiple reorganizations of the Office of the Chief of Naval Operations, comprising at various times the titles of OP-03, N76, N86 and N96. N96 is the resource sponsor for Surface Warfare.

N96 implements N9 responsibilities for determining force levels, shipboard and related support requirements and major characteristics of programs involving cruisers, destroyers, frigates, command ships, patrol craft, and littoral combat ships. Further, N96 executes such planning, preparation, and execution as are incident to that mission. To fulfill N9's responsibilities with respect to readiness, safety, survivability, training and preparation for war of the above-surface forces, N96 serves as N9's principal advisor on surface combatant warfare matters; serves as N9's principal advisor on anti-terrorism/force protection/CBRND; exercises N9's centralized formulation, coordination, supervision and execution of Navy shipbuilding and conversion programs for the above surface combatant ships; serves as N9's representative in those matters involving relationships with other governmental agencies; and develops assessments for the appropriate Joint Capability Areas under the Sea Strike, Sea Shield and Sea Basing pillars.

In February 2002, the Navy, in coordination with Missile Defense Agency (MDA), established the Navy MDA Liaison Team (NLT) to assist in issues related to MDA's development and fielding of the Ballistic Missile Defense System. In January 2004, the NLT was reorganized under co-chairs from DASN (IWS) (now DASN Ships) and N76F (now N96F) to provide improved action officer coordination between OPNAV, PEO IWS, DASN and Program Directorate 452, and a technical team to work actions for Navy leadership as directed.

1.2 Scope

The scope of this effort is to obtain contractor support services to assist in developing an innovative, well-integrated, high performance team in support of N96. The contractor shall provide an enterprise solution encompassing a full range of professional services across N96 in the task areas of program management and speech writing support services as described herein.

2. GENERAL REQUIREMENTS

2.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

2.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The

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contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at the locations listed in Section 2.6 and the contractor's corporate offices.

2.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3 Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Procuring Contracting Officer (PCO) or Task Order Manager (TOM). Cross teaming is not permitted.

2.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

Contractor Identification in the Government Workplace. All contractor and subcontractor personnel shall be required to wear company picture identification badges so as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail contractor and subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors and subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signatures shall identify company affiliation.

Contractors shall be required to wear government-issued identification as specified. Contractors must be able to gain access to the Pentagon and obtain a Pentagon Force Protection Agency-issued Building Pass. Access to Navy and

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Marine Corps Intranet, or the next generation system, is required and therefore the contractor must be eligible obtain a common access card (CAC) and be able to use the public key infrastructure (PKI) to logon to the NMCI.

2.5.1. Minimum Qualifications —

“General Requirements” are as follows:

2.5.1.1. The Contractor shall be proficient in MS Office including MS Word, MS PowerPoint, MS Excel, MS Project, MS Access and Adobe Acrobat.

2.5.1.2. The Contractor shall produce memorandums, point papers, reports, briefing slides, metric charts, program schedules, and organizational charts, as necessary.

2.5.1.3. Contractor(s) shall have existing expert level knowledge related to the task and unless stated otherwise, shall have a minimum of five (5) years of hands-on experience in the following areas:

2.5.1.3.1. Performing operational functions, including assessing implementation of defined requirements associated to the mission and subsequently developing plans to better meet those requirements.

2.5.1.3.2. Assessing historical and current program performance in relation to mission objectives, and analyzing the affects of developmental plans and/or new technologies on all factors associated to the mission.

2.5.1.3.3. Daily interaction with senior leadership within affiliated and other stakeholder organizations.

2.6 Location and Hours of Work

Support services under tasks 3.2.1, 3.2.2, and 3.3.1 shall be provided in the Washington, D.C. Metropolitan area for offices located at the Pentagon and Crystal City. Support services under task 3.2.3 shall reside in Colorado Springs, Colorado. For support services under tasks 3.2.1 and 3.2.2, equipment, furniture, and supplies normally available in an office environment will be provided to contractor personnel who work at the government’s site. For support services under tasks 3.2.1, 3.2.2, and 3.2.3 normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week. Core hours of work are from 0800 to 1600 daily and employees are expected to be available during core hours. The support services listed under Section 3.3.1. are required approximately one day a week to be coordinated with the Task Order Manager. Work hours will be coordinated between the contractor employee and N96 depending on schedules.

2.7 Travel / Temporary Duty (TDY)

Travel to other government facilities or other contractor facilities may be required and will be specified in the PWS. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 3.205-46 Travel Costs.

The estimated travel requirements are as follows. The estimated travel cost per contract period is not-to-exceed \$113,223.00 (not including applicable indirect costs). Travel is subject to the DoD Joint Travel Regulation (JTR).

The contractor may be required to attend local meetings in support of this effort. This type of travel is considered ‘local travel’ and per diem and lodging will not be authorized or reimbursed. For the purposes of this effort, local travel is defined as within 50 miles of the Washington Navy Yard. Mileage will be reimbursed as appropriate, as it relates to the distance of the travel site from the normal place of business where the employee is assigned (> 50 miles).

3. PERFORMANCE REQUIREMENTS

3.1 Basic Requirements

Contractor support is required to provide program management and speech writing support services to assist OPNAV N96 in achieving their goals and objectives. This PWS specifies the tasks to be performed, deliverables to be provided and performance objectives to be met in support of OPNAV N96 Surface Warfare.

The Contractor shall furnish all work, management, supervision, labor and materials necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement. The Contractor must be capable of providing flexible, responsive, and high quality services and support. The Contractor shall conduct travel and reviews that are necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement.

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Work shall be performed from 22 January 2013 to 21 January 2014 with two option years extending to 21 January 2016.

The Contractor shall perform the following tasks in accomplishing the requirements of this Task Order. The Contractor shall provide the necessary timely support to meet emergent requirements as requested by the program manager, technical point of contact, or other properly designated authority.

The tasks below are integral to the execution of legacy, current, and future integrated combat systems, above water sensors, surface ship weapons, air and missile defense systems, undersea warfare systems, command and control systems, unmanned vehicles, navigation systems, and human systems integration, as well as training, open architecture, interoperability, and Joint and Coalition initiatives. The annual proposed level of effort is as follows:

Labor Category	Hours
Program Management Analyst	5,760
Speechwriter	682
Total	6,442

3.2. OPNAV N96 PROGRAM MANAGEMENT SERVICES

The Contractor shall provide program management support to OPNAV N96 branches and associated resourced programs. The tasks below are integral to the execution and modernization of legacy, current, and future integrated combat systems, above water sensors, surface ship weapons, air and missile defense systems, undersea warfare systems, command and control systems, unmanned vehicles, navigation systems, training, open architecture, interoperability and Joint and Coalition initiatives. Efforts under this task include the following:

3.2.1. OPNAV N96 Requirements/Action Officers – Tomahawk Mission Planning Support

The Contractors shall provide expert level JCIDS and PPBE support to OPNAV N96C. Contractors shall have a minimum of five (5) years of hands-on experience in performing operational functions defined in 2.5.1 (General Requirements), in addition to applying mission associated concepts, policies, requirements processes, and program guidance. Experience includes regular interactions with senior leadership internal and external to affiliated organization. Efforts under this task include the following:

3.2.1.1 Assist in identifying issues and provide recommendations to achieve overall goals for OPNAV 96C strategic planning for Tomahawk Weapon System including ordnance and supporting communication and command and control component systems.

3.2.1.2 Assist in identifying issues and provide recommendations to achieve overall goals for OPNAV N96C strategic planning for Tomahawk non-nuclear ordnance requirements (NNOR) including non-combat expenditure allocations (NCEA).

3.2.1.3 Provide system analysis, threat analysis, countermeasures requirements analysis, cost analysis and life cycle management for Tomahawk. Provide analysis for targeting and seeker sensors, electronic support, electronic attack, hard kill assessments, interoperability, integration, and threat characteristics.

3.2.1.4 Conduct Mission Planning inspections of all Tomahawk planning centers to include US and UK Cruise Missile Support Activities (CMSA) and Numbered Fleet Tomahawk Strike and Mission Planning Cells (TSMPC). Based on in-depth knowledge of planning center equipment configurations, the Tomahawk strike and mission planning process and AOR operational factors, observe and critique leadership and planning teams capability to effectively use their equipment to execute national tasking in accordance with prescribed NMETLS/JMETLS and the Cruise Missile Mission Planning Training and Operating Procedures Standardization (CTOPS) Manual. Provide single point of carryover for all inspections to ensure mission planning process and product standardization across Joint, Navy and International partner planning facilities. Prepare reports of the inspections for Flag officer approval and final certification.

3.2.1.5 Review program specifications, guidance documents and create technical documentation.

3.2.1.6 Provide information systems engineering support and information warfare operations in the following categories: system lifecycle management, data engineering, network engineering, knowledge engineering, legacy

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system integration and migration.

3.2.1.7 Support integrated logistic support functions including ECP reviews, technical manual development, user logistics support summaries, supply support, spares and models, program support data and spares costing.

3.2.1.8 Assist in development and staffing of JCIDS and acquisition milestone documentation as applicable (e.g. ICD, CDD, CPD, AS (Acquisition Strategy), APB (Acquisition Program Baseline).

3.2.1.9 Conduct liaison between and among, NAVAIR and NAVSEA program offices, and other Navy stakeholders, including other appropriate program offices, the type commander, other resource sponsors, operational commands, industry teams, and regional commands as required.

3.2.1.10 Identify, justify and manage the resource requirements needed to develop and maintain the Tomahawk program. This includes:

3.2.1.10.1 Maintaining and executing continuous interface with recipients of granted funds to determine compliance and support of requirements.

3.2.1.10.2 Assist in preparation and conduct of risk and tradeoff studies and assessments.

3.2.1.10.3 Prepare reports for the resolution of issues supporting milestone decisions.

3.2.1.10.4 Support test and evaluation planning.

3.2.1.10.5 Assist in preparation of reports, studies, and MCP and FNC analysis and input.

3.2.1.10.6 Participate in System Requirements Reviews and provide recommendations/resolutions to issues and actions.

3.2.1.10.7 Attend and provide support to Integrated Product Teams (IPTs), Special Advisory Boards, working groups and off sites.

3.2.1.10.8 Participate in Government/Contractor meetings as well as other interagency government meetings as required. This is applicable for Operational Advisory Group, Operational Planning Evaluation Group, and Strike Weapons Improvement Program.

3.2.1.10.9 Participate in management meetings held for the purpose of deciding whether to modify or initiate a new program or project, to make suggestions for possible alternatives or options that should be considered before beginning modifications or to initiate action.

3.2.1.10.10 Provide recommendations regarding requirements and assist in the evaluation and impact determination of Analysis of Alternative Reports.

3.2.1.10.11 Develop methods for securing the kind of data needed to assure that management will be able to effectively develop and/or execute various phases of the program/project.

3.2.1.10.12 Monitor programs and projects to measure progress towards reaching objectives in an effective and economical manner.

3.2.1.10.13 Develop proposals for POM budget cycles. Identify, integrate and coordinate Tomahawk requirements into the POM cycle.

3.2.1.10.14 Review and provide input on program office budget submissions for alignment with POM and other program funding requirements.

3.2.1.10.15 Assist with the preparation of procurement and installation schedules related to weapon system cost, schedule, and performance.

3.2.1.10.16 Support cost and schedule performance reviews.

3.2.1.10.17 Develop program performance metrics to include review and analyses of schedules, funding profiles, and

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fielding profiles.

3.2.1.10.18 Assist in preparation of draft impact statements, white papers, and executive summaries in response to requests for information, by DoD or Congress, and any other Government agency or industry inquiries.

3.2.1.10.19 Prepare draft PowerPoint briefs, written reports, and official correspondence from Division Director/Branch Head.

3.2.1.10.20 Assist in maintaining resource sponsor liaison with program office.

3.2.1.10.21 Assist with preparing draft documentation to support Flag level technical and financial briefings/meetings and major milestone decisions.

3.2.2. OPNAV N96 Requirements/Action Officers – Tomahawk Logistics Support

The Contractors shall provide expert level JCIDS and PPBE support to OPNAV N96C. Contractors shall have a minimum of five (5) years of hands-on experience in performing operational functions defined in 2.5.1 (General Requirements), in addition to applying mission associated concepts, policies, requirements processes, and program guidance. Experience includes regular interactions with senior leadership internal and external to affiliated organization. Experience with OIS-W (Ordnance Information System - Wholesale) IT application is preferred but not required. Efforts under this task include the following:

3.2.2.1 Assist in identifying issues and provide recommendations to achieve overall goals for OPNAV 96C strategic planning for Tomahawk Weapon System including ordnance and supporting communication and command and control component systems.

3.2.2.2 Assist in identifying issues and provide recommendations to achieve overall goals for OPNAV N96C strategic planning for Tomahawk non-nuclear ordnance requirements (NNOR) including non-combat expenditure allocations (NCEA). To ensure consistent methodology and data, NNOR/NCEA efforts will include similar strategic planning for all N96C ordnance system.

3.2.2.3 Support integrated logistic support functions including ECP reviews, technical manual development, user logistics support summaries, supply support, sparing and models, program support data and spares costing.

3.2.2.4 Assist in development and staffing of JCIDS and acquisition milestone documentation as applicable (e.g. ICD, CDD, CPD, AS (Acquisition Strategy), APB (Acquisition Program Baseline).

3.2.2.5 Conduct liaison between and among, NAVAIR and NAVSEA program offices, and other Navy stakeholders, including other appropriate program offices, the type commander, other resource sponsors, operational commands, industry teams, and regional commands as required.

3.2.2.6 Identify, justify and manage the resource requirements needed to develop and maintain the Tomahawk program. This includes:

3.2.2.6.1 Maintaining and executing continuous interface with recipients of granted funds to determine compliance and support of requirements.

3.2.2.6.2 Assist in preparation and conduct of risk and tradeoff studies and assessments.

3.2.2.6.3 Prepare reports for the resolution of issues supporting milestone decisions.

3.2.2.6.4 Support test and evaluation planning.

3.2.2.6.5 Assist in preparation of reports, studies, and MCP analysis and input.

3.2.2.6.6 Attend and provide support to Integrated Product Teams (IPTs), Special Advisory Boards, working groups and off sites.

3.2.2.6.7 Participate in Government/Contractor meetings as well as other interagency government meetings as required. This is applicable for NNOR, NCEA, Weapons Readiness Review, and Logistics Support Management Team.

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- 3.2.2.6.8 Develop methods for securing the kind of data needed to assure that management will be able to effectively develop and/or execute various phases of the program/project.
- 3.2.2.6.9 Monitor programs and projects to measure progress towards reaching objectives in an effective and economical manner.
- 3.2.2.6.10 Develop proposals for POM budget cycles. Identify, integrate and coordinate Tomahawk requirements into the POM cycle.
- 3.2.2.6.11 Review and provide input on program office budget submissions for alignment with POM and other program funding requirements.
- 3.2.2.6.12 Assist with the preparation of procurement and installation schedules related to weapon system cost, schedule, and performance.
- 3.2.2.6.13 Support cost and schedule performance reviews.
- 3.2.2.6.14 Develop program performance metrics to include review and analyses of schedules, funding profiles, and fielding profiles.
- 3.2.2.6.15 Assist in preparation of draft impact statements, white papers, and executive summaries in response to requests for information, by DoD or Congress, and any other Government agency or industry inquiries.
- 3.2.2.6.16 Prepare draft PowerPoint briefs, written reports, and official correspondence from Division Director/Branch Head.
- 3.2.2.6.17 Assist in maintaining resource sponsor liaison with program office.
- 3.2.2.6.18 Assist with preparing draft documentation to support Flag level technical and financial briefings/meetings and major milestone decisions.

3.2.3. OPNAV N96 Requirements/Action Officer – BMD LNO Support

The contractor shall provide expert level technical and professional services that assist OPNAV in providing support for design and development of Navy missile defense program to include associated architectures, policies, and procedures. As Navy LNO, coordinate with Operational Missile Defense Commands and Acquisition organizations on development of Missile Defense Concepts of Operations (CONOPS), Missile Defense Planning Force Readiness, wargames, test and transition activities, expanded AMD IA constructs and Warfighter Involvement Process (WIP). Contractor shall have expert knowledge of Surface Warfare BMD and shall have a minimum of seven (7) years of hands-on experience in performing operational functions defined in 2.5.1 (General Requirements), in addition to applying mission associated concepts, policies, requirements processes, and program guidance. Experience includes regular interactions with senior leadership internal and external to affiliated organization. This position location resides in Colorado Springs, Colorado. All duties related to this task shall be performed in Colorado Springs, Colorado and may require up to four trips per year to the Pentagon. Efforts under this task include the following:

- 3.2.3.1 Participate in JFCC-IMD sponsored SBX Integrated task force meetings, BMD analytical efforts, and BMD Element Capability Reviews.
- 3.2.3.2 Participate in USNORTHCOM sponsored DOHMA experiments, wargames and exercises.
- 3.2.3.3 Review established OPORDERS, EXORDS and CONPLANS.
- 3.2.3.4 Provide insight into maritime Domain awareness initiatives at USNORTHCOM through review of Maritime Homeland defense EXORD and coordination with USNORTHCOM staff.
- 3.2.3.5 Participate in COMPACFLT sponsored Maritime Joint Force Maritime Component Commander BMD wargames.
- 3.2.3.6 Provide review and comment on COMPACFLT sponsored Concept of Operation for SBX.
- 3.2.3.7 Monitor MDA Aegis BMD Program of record for changes impacting Navy resource sponsors.

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3.2.3.8 Conduct research into changes in BMD threats or environments which may impact force readiness.

3.2.3.9 Participate in transition and transfer activities which may impact navy resource requirements.

3.2.3.10 Coordinate with JFCC-IMD and USNORTHCOM on GBMD planning efforts requiring the employment of Navy BMD capabilities to ensure Navy warfighter and readiness equities are considered early on in the planning effort.

3.2.3.11 Coordinate with JFCC-IMD on activities which directly impact Navy procurement of BMD capabilities, to include Capability Mix Studies and BMD force laydown considerations.

3.3. OPNAV N96 SPEECH WRITING SERVICES

The Contractor shall provide speech writing support services to OPNAV N96. The task below is integral to shaping N96 communications the overall vision of the Director, Surface Warfare. Efforts under this task include the following:

3.3.1. OPNAV N96 – Speech writing support

The Contractor shall provide expert speech writing support services to OPNAV N96. Contractor is required to provide services approximately one day a week to be coordinated with the Task Order Manager. Contractor shall have a minimum of five (5) years of hands-on experience in performing speech writing functions defined herein. Experience includes regular interactions with senior leadership internal and external to affiliated organization. Efforts under this task include the following:

3.3.1.1 Assist in developing the N96 strategic communications approach and plan to support the overall vision, strategy and program objectives of the Director, Surface Warfare.

3.3.1.2 Support the execution of the strategic communications plan through the articulation and advocacy of the requirements for the Future Surface Combatant Family of Ships; Sea Shield; Open Architecture; Modeling and Simulation; and the investment in and acquisition programs.

3.3.1.3 Develop and communicate appropriate N96 priority themes and concepts to Surface Warfare stakeholders, partners and other audiences.

3.3.1.4 Draft articles, critical issues papers, briefing point papers and commentaries.

3.3.1.5 Provide publication development and production as required.

3.3.1.6 Provide website development and production as required.

3.3.1.7 Exhibit depth of knowledge in methodology and applicability of Navy Fleet Home Town News Program to target success stories of Surface Warfare men and women in hometown/local media, taking advantage of this opportunity to reiterate Navy/N96 messages.

3.3.1.8 Market the N96 story with trade press. Aggressively pursue opportunities to author articles for professional and trade publications in our sector, as well as prepare articles under bylines of senior N96 staff. Work with editors to get assignments.

3.3.1.9 Coordinate media queries and interview requests with media, CHINFO, N96 subject matter experts and other related organizations (NAVSEA, PEO SHIPS, etc.) for rapid and consistent delivery of accurate information and reiteration of critical N96 messages.

3.3.1.10 Review and evaluate speeches, presentations, and white papers for consistency with the N96 message and utilize this material for preparation of articles and other communication vehicles to reach key stakeholders.

4. SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

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4.1 Security and Safety

The minimum level of security required for this requirement is Secret, with the exception of select tasks listed below that require either Top Secret (TS) or Top Secret-Special Compartmented Information (TS-SCI). See attached DD254 for details.

- a) 3.2.1 requires TS-SCI
- b) 3.2.2 requires TS

4.2 Transition

The Contractor shall attend a Postaward Conference in accordance with FAR 42.503. After award, a kick-off meeting will be scheduled to bring government stakeholders and the contractor together for the purposes of reviewing the award. The purpose of this meeting will be to go over the award document, introduce key government and contractor personnel, review roles and responsibilities, establish a start date for services to begin, and the clarification of any other programmatic items, and will give the contractor an opportunity to submit any necessary paperwork for security/building badges, etc. It is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the transition periods.

4.3 Government Furnished Material

For contractor positions located onsite at the Pentagon, support services listed under 3.2.1 and 3.2.2, the Government will provide workspace, classified/unclassified workstations, office supplies, computer equipment, telephone, fax (local, DSN and long distance), electronic mail, reproduction facilities, and proper building access identification badges as required. The Government will furnish any computer software, such as access to the PBIS database, which may be needed to accomplish tasks at the government site. For all contractor positions the Government will provide access to appropriate reference material and databases necessary in the performance of this effort. The contractor will be provided the authority to access all information required to perform duties. The Government will provide coordination assistance to assist the contractor in accessing required information. The Government will provide the following information: access to relevant Government organizations, information and documentation, manuals, texts, briefs and associated materials, as required and available. The Government will not be provided the contractor with any material for the requirement listed under tasks 3.2.3 and 3.3.1, with the exception of access to N96 systems, briefs, etc.

4.3.1. GFE: Access to Government databases and seats e.g., MS Word, Excel, PowerPoint, Access, and other databases required to perform this effort.

4.3.2. GFE: Access via internet using security protocols required by Government to assure secure data transmission: PBIS, KM/DS, TWMS, and other databases required to perform this effort.

4.3.3. GFI: Required programmatic and financial information required in order to complete deliverables.

4.4 Government Roles/Responsibilities

4.4.1. The Government will arrange for Public Key Infrastructure (PKI) certificates for Contractors who operate Government owned/leased computers in OPNAV N96 office spaces (Pentagon, Crystal City), DASN (Pentagon), and MDA (Annex).

4.5. Contractor Roles/Responsibilities

4.5.1. The Contractor shall ensure that all staff granted access to PBIS comply with DoD Directive 7045.14.

4.5.2. The Contractor shall have the ability to receive, log, track and store classified documents, up to SECRET, in accordance with applicable regulations. Security provisions shall include protecting Privacy Act Data & Limited Access data.

4.5.3. Contractor personnel shall not release or remove system documentation, data, or reports generated by or through use of government systems. All requests for information shall be forwarded to the (TOM). The contractor shall not divulge any information regarding files, data processing activities/functions, user ID's, passwords, or other

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knowledge that may be gained, to anyone who is not authorized to have access to such information.

4.5.4. Contractor personnel shall abide by all OPNAV rules, procedures, and standards of conduct. When the period of performance is complete and or contractor personnel leave work on this project, they will have 5 days to terminate their network user account and to return all access cards and identification badges to the TOM.

4.5.5. Personnel assigned to handle classified material shall hold a clearance equal to or higher than that of the information. Procedures set forth in the NISPOM shall be followed when handling classified material. Classified information must be safeguarded according to its classification. All personnel shall ensure that positive control is maintained in order to prevent unauthorized disclosure of classified information while in transit within as well as outside the command. The contractor Facility Security Officer (FSO) shall provide written authorization in the form of a Courier Authorization Letter to all company employees escorting or hand-carrying classified information.

4.5.7. All contractor personnel attending meetings, answering government telephones, and working in 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 members of the public 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.

4.6. NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT/CERTIFICATION

(a) Sensitive and/or Proprietary Information and/or Data

In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and/or data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements (including, but not limited to source selection information), pre-deliberative information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third party information including but not limited to the research, development, products, trade secrets, and know-how of other contractors. All such information and/or data shall be deemed to be "sensitive and/or proprietary," whether or not designated or marked.

(b) PPBE Documents and Data

Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors who obtain, receive, or learn of PPBE documents and data in the course of performance of this contract shall restrict its access to the minimum number of contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non-Government procurements shall be provided access to PPBE documents or data. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or gains knowledge of such information and/or data as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Information and/or Data" provision.

(c) Non-Disclosure of Information and/or data

The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such sensitive and/or proprietary information and/or data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such information and/or data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its

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personnel and subcontractors shall take all steps necessary to prevent disclosure of such sensitive and/or proprietary information and/or data except as specifically permitted herein.

(d) Non-Use of Information and/or Data

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such information and/or data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such information and/or data except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need-to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing, and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

(e) Non-Disclosure/Non-Use Agreements

(1) Before any of the Contractor's personnel or the personnel of any tier subcontractor becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

(A) He/she shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned by him/her as a result of performance of this contract only to contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract.

(B) He/she shall not disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(C) He/she shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(D) He/she shall not use or consider sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

(2) Any access by contractor personnel or the personnel of any tier subcontractor to the Navy's Program Budget Information System (PBIS) requires specific authorization. Such access will only be provided when necessary for performance of the contract's requirements. A separate "PBIS Data Access Certificate of Nondisclosure" must be signed and provided to the designated PBIS administrator before such access will be authorized.

(3) In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn sensitive and/or proprietary information and/or data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the sensitive and/or proprietary information and/or data provided by the entity.

(f) Requirement to Disclose Sensitive and/or Proprietary Information and/or data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such information and/or data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of information and/or data.

(g) Exception

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This “Non-Disclosure and Non-Use of Information and/or Data” provision does not apply to information and/or data that (i) Contractor knew before the Navy disclosed it; (ii) has become publicly known through no wrongful act of Contractor; or (iii) the Contractor developed independently, as evidenced by appropriate documentation. The Contractor shall be responsible for ensuring that all contractor personnel who obtain such data/information understand and abide by the terms of this provision.

(h) Government Remedy

Any violation of the terms of this “Non-Disclosure and Non-Use of Information and/or Data” provision is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the “Non-Disclosure and Non-Use of Information and/or Data” provision may also adversely affect the Contractor's past performance rating for consideration under future acquisitions.

(i) Non-disclosure/Non-Use Agreements

The Contractor shall maintain all non-disclosure and non-use of data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer or the Contracting Officer’s designated representative.

(j) Disposal of Documents

Upon completion of the tasks assigned or termination of the contract, or upon demand, whichever is earliest, the contractor shall return any and all documents containing sensitive and/or proprietary information and/or data (including any copies or reproductions thereof) in its possession or control.

5. List of Deliverables

Deliverables shall be prepared according to instructions as identified in the table below. All written deliverables shall be submitted electronically, and must be fully compatible with Navy Marine Corps Intranet (NMCI) format for Microsoft Word, Excel, PowerPoint, Access, and other application programs.

A summary of the deliverables is as follows:

Item	Frequency	Level of Inspection	Recipient
Deliverables as required listed under 3.2 and 3.3	As Required	100%	Section Heads to report to TOM
Monthly Status Report	Monthly	95%	TOM
Transition Status Report	Monthly during periods of transition	95%	TOM
Invoice	Monthly	100%	TOM

5. Acronyms

- AMD – Air and Missile Defense
- AOR - Area of Responsibility
- APB - Acquisition Program Baseline
- AS - Acquisition Strategy
- CAC - Common Access Card
- CBRND - Chemical Biological Radiological Nuclear Defense
- CDD - Capability Development Document
- CHINFO - Chief of Information
- CMSA - Cruise Missile Support Activities
- COMPACFLT - Commander Pacific Fleet
- CONOPS - Concepts of Operations
- CONPLAN - Concept of Operation Plan
- COOP - Continuity of Operations Plan

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CPD - Capabilities Production Document
 CTOPS - Cruise Missile Mission Planning Training and Operating Procedures Standardization
 DASN - Deputy Assistant Secretary of the Navy
 DoD - Department of Defense
 DSN - Defense Secure Network
 ECP - Engineering Change Proposal
 EXPODS – Exercise Orders
 FNC - Future Naval Capability
 FSO - Facility Security Officer
 GBMD - Ground Base Missile Defense
 GFE - Government Furnished Material
 GFI - Government Furnished Information
 ICD - Initial Capabilities Document
 IPTs - Integrated Product Teams
 IT - Information Technology
 IWS - Integrated Warfare System
 JCIDS - Joint Capabilities Integration and Development System
 JFCC-IMD - Joint Functional Component Command for Integrated Missile Defense
 JTR - Joint Travel Regulation
 LNO - Liaison Officer
 MCP - Master Contingency Plan
 MDA - Missile Defense Agency
 MS - Microsoft
 NAVAIR - Naval Air Systems Command
 NAVSEA - Naval Sea Systems Command
 NCEA - Non-Combat Expenditure Allocations
 NISPOM - National Industrial Security Program Operating Manual
 NLT - Navy MDA Liaison Team
 NMCI - Navy/Marine Corps Intranet
 NMETLS/JMETLS - Navy/Joint Mission Essential Task Lists
 NNOR - Non-Nuclear Ordnance Requirements
 OCI - Conflict of Interest
 ODC - Other Direct Costs
 OIS-W - Ordnance Information System - Wholesale
 OPNAV - Chief of Naval Operations
 OPORDERS - Operational Orders
 PBIS - Program Budget Information System Database
 PCO - Procuring Contracting Officer
 PEO - Program Executive Office
 PKI - Public Key Infrastructure
 POM - Program Objective Memorandum
 PPBE - Planning, Programming, Budgeting and Execution
 QASP - Quality Assurance Surveillance Plan
 SBX - Sea-Based X-band
 TOM – Task Order Manager
 TS - Top Secret
 TSMPC - Tomahawk Strike and Mission Planning Cells
 TS-SCI - Top Secret-Special Compartmented Information
 TWMS - Total Workforce Management Services
 UK - United Kingdom
 US - United States
 USNORTHCOM - U.S. Northern Command
 WIP - Warfighter Involvement Process

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SECTION D PACKAGING AND MARKING

Not Applicable

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN AND MATRIX

1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52-212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or their duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet quality standards set forth by the contract. The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4.0 RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

- **Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.
- **Task Order Manager (TOM)** – An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for the TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

5.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix (Attachment 1) describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

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- **Customer Feedback** – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the Contractor. The Contractor shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.
- **Random Checks/Inspections** – Random checks will be conducted to ensure compliance with the Standard Operating Procedures (SOP). The CO or Technical Point of Contact (TPOC) will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance Work Statement (PWS).

7.0 DOCUMENTATION

The TOM will maintain a complete Quality Assurance Surveillance file. The file shall contain such documents as copies of all receiving reports, evaluations, recommendations, and any other actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. At a minimum, the Quality Assurance Surveillance file shall contain:

- Copies of letters of appointment for the TOM
- A copy of the contract and all modifications
- A copy of the QASP and all subsequent revisions
- The names and titles of individuals on the contract administration team
- A record of all accepted receiving reports, required documentation with the submission of each receiving report.
- Memoranda for the record or minutes of any pre-performance meetings or conferences.
- Memoranda for the record or minutes of any meetings or discussions with the contractor, or others, pertaining to the contract or contract performance or changes to the PWS.

8.0 ANALYSIS OF CONTRACTOR PERFORMANCE

The analysis of contractor performance shall be conducted at the end of each month and serves to provide a summary of the Contractor's performance to the Contracting Officer and the Contractor. Overall performance is important in determining whether to increase, decrease or maintain the current level of surveillance and/or whether to initiate corrective action to bring the Contractor's work up to the standards of the specification.

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QASP MATRIX

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level	Procedures to be taken when performance standards are not met
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, Task Orders, etc., as applicable.	Inspection by the TOM (feedback to be reported to the TOM by each respective section head)	100% inspection of all contract deliverables.	>98% of deliverables submitted timely and without rework required.	FAR Clause 52.212-4
Qualified Personnel	All personnel on task are fully qualified in accordance with Section 2.5 of the PWS	Inspection by TOM	Random	>98% personnel fully qualified IAW with PWS Section	FAR Clause 52.212-4
Transition Status Report	Transition status reports are submitted by the 20 th day of each month during transition periods. Reports addresses the status of meeting transition plan defined in proposal. Reports provide any issues, concerns, delays, and status of reaching transition milestones based on percentage of completion. Reports shall be delivered in printed form and electronically.	Inspection by TOM	Monthly during transition periods	>98% accuracy	FAR Clause 52.212-4
Monthly Status Report	Monthly status reports are submitted by the 20th day of each month. Reports provide progress and status reports that addresses work accomplished, itemization of other direct costs monthly and cumulative, and any contract issues and concerns that need to be resolved. Reports shall be delivered in printed form and electronically.	Review by TOM/TPOC	Monthly	>98% accuracy	FAR Clause 52.212-4
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy	FAR Clause 52.212-4
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the TOM's annual report on Contractor Performance	Assessment by the TOM	Annual	All performance elements rated Satisfactory (or higher)	FAR Clause 52.212-4

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-If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

INCENTIVES/DISINCENTIVES:

The TOM makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract, reflected in the TOM's annual report, may result in termination of the contract and may also result in the loss of future Government contracts. Additionally, the contractor's failure to achieve satisfactory performance under the contract may also result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000	1/22/2013 - 1/21/2014
5001	1/22/2013 - 1/21/2014
5002	1/22/2014 - 1/21/2015
5003	1/22/2014 - 1/21/2015
5004	10/22/2013 - 11/21/2013
5005	10/22/2013 - 11/21/2013
5006	1/21/2013 - 1/22/2014
6000	1/22/2013 - 1/21/2014
6001	1/22/2014 - 1/21/2015
8000	1/22/2015 - 1/21/2016
8001	1/22/2015 - 1/21/2016
8002	1/22/2016 - 5/21/2016
8003	5/22/2016 - 6/21/2016
8004	6/22/2016 - 7/21/2016
9000	1/22/2015 - 1/21/2016
9001	1/22/2016 - 5/21/2016
9002	5/22/2016 - 6/21/2016
9003	6/22/2016 - 7/21/2016

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

5000 - 22 January 2013 through 21 January 2014
6000

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

Base Year:

5001 - 22 January 2013 through 21 January 2014

Option Year 1:

5002 - 22 January 2014 through 21 January 2015

5003

6001

Option Year 2:

8000 - 22 January 2015 through 21 January 2016

8001

9000

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager:

Gilbert Rosa, N96
gilbert.rosa@navy.mil
703.614.1958

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission

of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>;and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2-in-1

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Not applicable

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

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<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	Not Applicable
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	Not Applicable
Service Acceptor (DoDAAC)	N47039
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N47039
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

1. LPO - sorrano.littleton-jo@navy.mil
2. Acceptor - gilbert.rosa@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Gilbert Rosa- 703.614.1958 (2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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

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

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or

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d. Arranging the post award conference (See FAR 42.503).

Name: Gerald Bowne
Address: NAVSUP Fleet Logistics Center Norfolk
700 Robbins Ave, BLDG 2B
Philadelphia, PA 19111-5083
Phone: 215-697-5308

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

Name: Gerald Bowne
Address: NAVSUP Fleet Logistics Center Norfolk
700 Robbins Ave, BLDG 2B
Philadelphia, PA 19111-5083
Phone: 215-697-5308

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

Not Applicable

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

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

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

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

Name: Gilbert Rosa
Address: OPNAV N96
2000 Navy Pentagon
Washington, D.C 20350-2000
Phone: (703) 614-1958

(End of text)

**CONTRACT ADMINISTRATION PLAN (CAP)
FOR FIXED PRICE CONTRACTS**

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or

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information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Task Order Manager (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The TOM duties are as follows:

a. Technical Interface

(1) The TOM is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The TOM is prohibited from issuing any instruction which would constitute a contractual change. The TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The TOM shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

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(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The TOM shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The TOM is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The TOM shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The TOM shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The TOM is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in

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accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The TOM is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the TOM.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the TOM.
- d. Identify contract noncompliance with reporting requirements to the TOM.
- e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the invoice.
- g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount
5000	N4703913RCD7061 [REDACTED]	
LLA :		
AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ		
5001	N4703913RCD7061 [REDACTED]	
LLA :		
AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ		
6000	N4703913RCD7061 [REDACTED]	
LLA :		
AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

5000	N4703913RCD7061 [REDACTED]	
LLA :		
AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ		
5001	N4703913RCD7061 [REDACTED]	
LLA :		

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AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

6000 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

MOD 01 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 02

5000 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

5001 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

6000 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

MOD 02 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 04

5000 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

5001 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

MOD 04 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 05

5000 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

5001 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

MOD 05 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 06

5004 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ
Standard Number: 2276

5005 N4703913RCD7061 [REDACTED]

LLA :

AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ
Standard Number: 2276

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MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

5000 N4703913RCD7061 [REDACTED]
LLA :
AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

5006 N4703913RCD7061 [REDACTED]
LLA :
AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

6000 N4703913RCD7061 [REDACTED]
LLA :
AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

500201 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

500301 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

600101 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

500201 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

500301 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

600101 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

500201 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

500301 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

600101 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

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MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

500201 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

500301 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

600101 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

8000 N4703915RCD9049 [REDACTED]
LLA :
AC 1751804 11T0 252 47039 B 068892 2D CD9049 470395N961AQ

800101 N4703915RCD9049 [REDACTED]
LLA :
AC 1751804 11T0 252 47039 B 068892 2D CD9049 470395N961AQ

800102 N4703915RCD9049 [REDACTED]
LLA :
AD 1751804 11T0 252 47039 B 068892 2D CD9049 470395N961BQ

900001 N4703915RCD9049 [REDACTED]
LLA :
AD 1751804 11T0 252 47039 B 068892 2D CD9049 470395N961BQ

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

900001 N4703915RCD9049 [REDACTED]
LLA :
AD 1751804 11T0 252 47039 B 068892 2D CD9049 470395N961BQ

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

8002 N4703916RCD1041-00001 [REDACTED]
LLA :
AE 1761804 11T0 252 47039 B 068892 2D CD1041 470396N961AQ

9001 N4703916RCD1041-00001 [REDACTED]
LLA :
AE 1761804 11T0 252 47039 B 068892 2D CD1041 470396N961AQ

MOD 15 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 16

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6000 N4703913RCD7061 [REDACTED]
LLA :
AA 1731804 11T0 251 47039 B 068892 2D CD7061 470393N961AQ

600101 N4703914RCD8059 [REDACTED]
LLA :
AB 1741804 11T0 251 47039 B 068892 2D CD8059 47039N961AQ

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 17

8003 N4703916RCD1152 [REDACTED]
LLA :
AF 1761804 11T0 251 47039 B 068892 2D CD1152 470396N961AQ

9002 N4703916RCD1152 [REDACTED]
LLA :
AF 1761804 11T0 251 47039 B 068892 2D CD1152 470396N961AQ

MOD 17 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 18

8004 N4703916RCD1160 [REDACTED]
LLA :
AG 1761804 11T0 251 47039 B 068892 2D CD1160 470396N961AQ

9003 N4703916RCD1160 [REDACTED]
LLA :
AG 1761804 11T0 251 47039 B 068892 2D CD1160 470396N961AQ

MOD 18 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CONFLICT OF INTEREST

SOLICITATION PROVISIONS FOR ORGANIZATIONAL CONFLICTS OF INTEREST

Consistent with the requirements of FAR 9.504(e), the Government will award the contract to the apparent successful offeror unless an OCI exists that cannot be avoided or mitigated. Accordingly, the contracting officer may require the apparent successful offeror(s) to submit an OCI Identification and Mitigation Plan for review prior to award. The contracting officer, with any required assistance from the requiring activity, will review the OCI Identification and Mitigation Plan submitted by the apparent successful offeror and will determine whether it is acceptable or unacceptable. If unacceptable, the contracting officer will discuss the deficiencies with the apparent successful offeror(s) and allow an opportunity to respond.

ORGANIZATIONAL CONFLICT OF INTEREST

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the solicitation contains this proposed clause that specifies both the nature and duration of the proposed restraint.

NOTE: See the Section L Provision, NOTICE OF INCLUSION OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE, for more information.

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

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the applicable task orders. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.

(2) The financial, contractual, organizational, and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

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

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

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

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

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

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

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

(7) "Contractor," for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

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

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(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions. [Check the restrictions that apply]

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of, or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems, or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems, or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

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

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in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with one (1) year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

CLAUSES INCORPORATED BY FULL TEXT

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.

(End of Clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 3 years.

(End of clause)

52.232-18 -- Availability of Funds (Apr 1984)

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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS/THESE ADDRESS(ES):

FAR CLAUSES [HTTP://ACQUISITION.GOV/COMP/FAR/INDEX.HTML](http://ACQUISITION.GOV/COMP/FAR/INDEX.HTML)

DFAR CLAUSES [HTTP://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARS/INDEX.HTM](http://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARS/INDEX.HTM)

(END OF CLAUSE)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 3 years.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.

(b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--

(1) The total dollar amount of the levy;

(2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and

(3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.

(c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--

(1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and

(2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or

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(ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.

(d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) _____ is incrementally funded. For these item(s), the sum of _____ of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or

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(e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract [REDACTED]
CLIN 5000 - Fully funded
CLIN 5001 - Fully funded
CLIN 6000 - Fully funded

On execution of Option Period I
CLIN 5002 - Fully funded
CLIN 5003 - Fully funded

CLIN 5004 - Fully funded

CLIN 5005 - Fully funded

CLIN 5006 - Fully funded

CLIN 6000 - Fully funded

CLIN 6001- [REDACTED]

On execution of Option Period II

CLIN 8000 - Fully Funded

**CLIN 8001 - Fully
funded
9000 - Fully funded**

CLIN

CLIN 8002 - Fully funded

CLIN 9001 - Fully Funded

(End of clause)

5252.204-9400 CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations,

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policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- * SF-85 Questionnaire for Non-Sensitive Positions
- * Two FD-258 Applicant Fingerprint Cards
- * Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- * SF-85P Questionnaire for Public Trust Positions
- * Two FD-258 Applicant Fingerprint Cards
- * Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall

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in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of Clause)

5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (Jan 1992)

\$ of this contract is incrementally funded and the amount currently available for payment hereunder is limited to \$ inclusive of fee. It is estimated that these funds will cover the cost of performance through *. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$ shall arise unless additional funds are made available and are incorporated as a modification to this contract.

*** CLINS 8002 & 9001 are fully funded.**

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(End of Clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992).

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

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

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

Name: Gerald Bowne,
NAVSUP Fleet Logistics Center Norfolk, Philadelphia Office
700 Robbins Ave, BLDG 2B
Philadelphia, PA 19111
Telephone: 215.697.5308

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

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