

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 59	3. EFFECTIVE DATE 02-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. 10592865	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 tina.lynn@navy.mil 540-653-7765	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

NSWC, DAHLGREN DIVISION
17632 Dahlgren Road Suite 157
Dahlgren VA 22448-5110
tina.lynn@navy.mil 540-653-7765

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Booz Allen Hamilton, Inc 8283 Greensboro Drive McLean VA 22102	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-0002
	10B. DATED (SEE ITEM 13) 10-Sep-2007
CAGE CODE 17038	FACILITY CODE 006928857

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22

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) Maryann F Piersall, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Maryann F Piersall (Signature of Contracting Officer)	16C. DATE SIGNED 03-Mar-2011
(Signature of person authorized to sign)			

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GENERAL INFORMATION

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

BLOCK 14 DESCRIPTION OF AMENDMENT/MODIFICATION

The purpose of this modification is to: add funding, updating the funding Funding Profile and the Atllotment of Funds clause and to incorporate Attachment J.62

1. The funding Profile in Section G is revised as follows:

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide the labor hours for the task order period as shown below.

	<u>TOTAL HOURS</u>
BASE PERIOD	[REDACTED]
OPTION 1	[REDACTED]
OPTION 2	[REDACTED]
OPTION 3	[REDACTED]

The following table details funding to date:

<u>TOTAL CPFF</u>	<u>PREVIOUS FUNDING</u>	<u>FUNDS THIS ACTION</u>	<u>REVISED FUNDING</u>	<u>BALANCE UNFUNDED</u>
<u>BASE PERIOD</u>				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<u>OPTION 1</u>				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<u>OPTION 2</u>				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]

OPTION 3

[REDACTED]

2. The Allotment of Funds clause in Section G is revised as follows (chart only)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
<u>BASE PERIOD</u>	[REDACTED]	[REDACTED]	[REDACTED]
<u>OPTION 1</u>	[REDACTED]	[REDACTED]	[REDACTED]
<u>OPTION 2</u>	[REDACTED]	[REDACTED]	[REDACTED]
<u>OPTION 3</u>	[REDACTED]	[REDACTED]	[REDACTED]

3. Attachment J.62 for Modificaiton - 59 is hereby added.

All other terms and conditions remain unchanged. A conformed copy of this Task Order is attached to this modification.

AID #124269

DISTRIBUTION

Contractor and EDA distribution via SeaPort-e

Hard Copy;File

Email Z30

Z30 Neil Holloran neil.holloran@navy.mil

Z32 Virginia Bach virginia.bach@navy.mil

Z303 Wilia Jackson wilia.jackson@navy.mil

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF

1000	The contractor shall provide services in accordance with the Statement of Work. (OTHER)		LY	\$	\$	\$
100001	T.I.#01 BMD (OTHER)					
100002	T.I.#02 EUCOM (OTHER)					
100003	T.I.#3 PACOM (OTHER)					
100004	T.I.#4 DOD STEP (OTHER)					
100005	T.I.#5 SITE ASSMTS (OTHER)					
100006	T.I.#6 NC3 (OTHER)					
100007	T.I.#7 Resource Mapping (OTHER)					
100008	T.I.#8 DCIP Comm. Analysis (OTHER)					
100009	T.I.#9 Infr. Data Normalization (OTHER)					
100010	T.I.#10 Vigilant Shield (OTHER)					
100011	T.I.#11 TRANSCOM (OTHER)					
100012	T.I.#12 Telecom. Infra. Build-outs (OTHER)					
100013	T.I.#8, DCIP Comm. Analysis (OTHER)					
100014	T.I.#13 ARDENT SENTRY (OTHER)					
100015	T.I.#8 DCIP Comm. Analysis (OTHER)					

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100016 T.I.#12 Telecom.
 Infra. Buildouts
 (OTHER)

100017 T.I.#2 EUCOM
 (OTHER)

100018 T.I.#2 EUCOM
 (OTHER)

100019 T.I.#2 EUCOM
 (OTHER)

100020 T.I.#2 EUCOM
 (OTHER)

100021 T.I.#2 EUCOM
 (OTHER)

100022 T.I.#2 EUCOM
 (OTHER)

100023 T.I.#2 EUCOM
 (OTHER)

100024 T.I.#2 EUCOM
 (OTHER)

100025 T.I.#14 DCIP
 Trans. (OTHER)

100026 T.I.#8 DCIP Comm.
 Analysis (OTHER)

100027 T.I.#15 WiMAX
 Modeling &
 Simulation
 (OTHER)

100028 T.I.#16 Energy
 Dashboard Phase 1
 (OTHER)

1001 The contractor shall provide
 services in accordance with
 the Statement of Work (Option 1)
 (OTHER)

████ LY ██████████ ██████████ ██████████

100101 Option 1 Funding
 - T.I.#16 Energy
 Dashboard Project
 (OTHER)

100102 Option 1 Funding
 - T.I.#17 USJFCOM
 - GIG Dependency
 Analysis (OTHER)

100103 Option 1 Funding
 - T.I.#18
 Vigilant Shield
 FY09 Exercise

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Support (OTHER)

- 100104 Option 1 Funding
 - T.I.#18
 - Vigilant Shield
 - FY09 (OTHER)

- 100105 Option 1 Funding
 - T.I.#17 USJFCOM
 - GIG Dependency
 - (OTHER)

- 100106 Option 1 Funding
 - T.I.#19 GCN
 - Long Haul
 - Analysis (OTHER)

- 100107 Option 1 Funding
 - T.I.#19 GCN
 - Long Haul
 - Analysis (OTHER)

- 100108 Option 1 Funding
 - T.I.#20 Data
 - Preparation &
 - Tool Maintenance
 - (OTHER)

- 100109 Option 1 Funding
 - T.I.#21 JCTD
 - Program Support
 - (RDT&E)

- 100110 Option 1 Funding
 - T.I.#22 JCTD
 - Infrastructure
 - Analysis (RDT&E)

- 100111 Option 1 Funding
 - T.I.#23
 - Automated Report
 - Generator (RDT&E)

- 100112 Option 1 Funding
 - T.I.#20 Data
 - Preparation and
 - Tool Maintenance
 - (RDT&E)

- 100113 Option 1 Funding
 - T.I.#19; GCN
 - Long Haul
 - Analysis (RDT&E)

- 100114 Option 1 Funding
 - T.I.#21; JCTD
 - Program Support
 - (RDT&E)

- 100115 Option 1 Funding
 - T.I.#24;
 - Wireless
 - Characterization
 - for SOUTHCOM AOR
 - (RDT&E)

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- 100116 Option 1 Funding
 - T.I.#24;
 - Wireless
 - Characterization
 - for SOUTHCOM AOR
 - (O&MN,N)

- 100117 Option 1 Funding
 - T.I.#25; DISN
 - Core
 - Prioritization &
 - GIG TCA Update
 - (O&MN,N)

- 100118 Option 1 funding
 - T.I.#21; JCTD
 - program Support
 - (RDT&E)

- 100119 Option 1 funding
 - T.I.#26; Energy
 - Dashboard III
 - (WCF)

- 100120 Option 1 funding
 - T.I.#27; Ardent
 - Sentry FY09
 - Exercise Support
 - (RDT&E)

- 100121 Option 1 funding
 - T.I.#28;
 - MADSS/RNOMI
 - Database & S/W
 - Development
 - Support (O&MN,N)

- 100122 Option 1 funding
 - T.I.#28;
 - MADSS/RNOMI
 - Database & S/W
 - Development
 - Support (RDT&E)

- 100123 Option 1 funding
 - T.I.#19; GCN
 - Long Haul
 - Analysis Phase II
 - (RDT&E)

- 100124 Option 1 funding
 - T.I.#20; Data
 - Preparation and
 - Tool Maintenance
 - (RDT&E)

- 100125 Option 1 funding
 - T.I.#29; AERIE
 - (WCF)

- 100126 Option 1 funding
 - T.I.#30; FY09
 - NORTHCOM NLE
 - Exercise (RDT&E)

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100127 Option 1 funding
- T.I.#23;
Automated Report
Generator Phase I
(RDT&E)

100128 Option 1 funding
- T.I.#17;
USJFCOM - GIG
Dependency
Analysis (RDT&E)

100129 Option 1 funding
- T.I.#23;
Automated Report
Generator - Phase
1 (RDT&E)

100130 Option 1 funding
- T.I.#24;
Wireless
Charactericcation
for SOUTHCOM AOR
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000	ODC for Base Period (OTHER)	1.0	Lot	\$ [REDACTED]
300001	T.I.#1 BMD (OTHER)			
300002	T.I.#2 EUCOM (OTHER)			
300003	T.I.#2 EUCOM (OTHER)			
300004	T.I.#3 PACOM (OTHER)			
300005	T.I.#3 PACOM (OTHER)			
300006	T.I.#4 DOD STEP (OTHER)			
300007	T.I.#5 SITE ASSMTS (OTHER)			
300008	T.I.#5 SITE ASSMTS (OTHER)			
300009	T.I.#6 NC3 (OTHER)			
300010	T.I.#7 Resource Mapping (OTHER)			

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300011 T.I.#8 DCIP Comm.
Analysis (OTHER)

300012 T.I.#10 Vigilant
Shield (OTHER)

300013 T.I.#12 Telecom.
Infra. Build-outs
(OTHER)

300014 T.I.#8; DCIP
Comm. Analysis
(OTHER)

300015 T.I.#9; Data
Normalization
(OTHER)

300016 T.I.#11; TRANSCOM
(OTHER)

300017 T.I.#13; ARDENT
SENTRY (OTHER)

300018 T.I.#14 DCIP
Transportation
(OTHER)

300019 T.I.#8 DCIP Comm.
Analysis (OTHER)

300020 T.I.#15 WiMAX
Modeling &
Simulation
(OTHER)

300021 T.I.#16 Energy
Dashboard Phase 1
(OTHER)

3001 ODC for Option 1 1.0 Lot \$ XXXXXXXXXX
(OTHER)

300101 OPTION 1 FUNDING
FOR T.I.#16
ENERGY DASHBOARD
PROJECT (OTHER)

300102 OPTION 1 FUNDING
FOR T.I.#17
USJFCOM-GIG
DEPENDENCY
ANALYSIS (OTHER)

300103 Option 1 Funding
for T.I.#18
Vigilant Shield
FY09 Exercise
Support (OTHER)

300104 Option 1 Funding
for T.I.#17
USJFCOM-GIG
Dependency
(OTHER)

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- 300105 Option 1 Funding
for T.I.#19 GCN
Long Haul
Analysis (OTHER)
- 300106 Option 1 Funding
for T.I.#20 Data
Preparation &
Tool Maintenance
(OTHER)
- 300107 Option 1 Funding
for T.I.#21 JCTD
Program Support
(RDT&E)
- 300108 Option 1 Funding
for T.I.#22 JCTD
Infrastructure
Analysis (RDT&E)
- 300109 Option 1 Funding
for T.I.#23
Automated Report
Generator (RDT&E)
- 300110 Option 1 Funding
for T.I.#20 Data
Preparation &
Tool Maintenance
(RDT&E)
- 300111 Option 1 Funding
for T.I.#19, GCN
Long Haul
Analysis (RDT&E)
- 300112 Option 1 Funding
for T.I.#24;
Wireless
Characterization
for SOUTHCOM AOR
(O&MN,N)
- 300113 Option 1 Funding
for T.I.#25; DISN
Core
Prioritization &
GIG TCA Update
(O&MN,N)
- 300114 Option 1 Funding
for T.I.#26;
Energy Dashboard
III (WCF)
- 300115 Option 1 Funding
for T.I.#27;
Ardent Sentry
FY09 Exercise
Support (RDT&E)
- 300116 Option 1 Funding
for T.I.#28;

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MADSS/RNOMI
Database & S/W
Development
Support (RDT&E)

300117 Option 1 Funding
for T.I.#19; GCN
Long Haul
Analysis Phase II
(RDT&E)

300118 Option 1 Funding
for T.I.#22; JCTD
Infrastructure
Analysis (RDT&E)

300119 Option 1 Funding
for T.I.#29;
AERIE (WCF)

300120 Option 1 Funding
for T.I.#30; FY09
NORTHCOM Exercise
Support (RDT&E)

300121 Option 1 Funding
for T.I.#26;
Energy Dashboard
III (WCF)

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4002	The contractor shall provide services in accordance with the Statement of Work (Option 2) (OTHER)	LY	\$	\$	\$
400201	AERIE (WCF)				
400202	Energy Dashboard IV (WCF)				
400203	MADSS/RNOMI Database & S/W Development (RDT&E)				
400204	AFRICOM-GIG Dependency Analysis (O&MN,N)				
400205	MADSS Reqmts Analysis & Use Cases Development (RDT&E)				
400206	Data Preparation & Tool				

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Maintenance
(RDT&E)

- 400207 JCTD Program
Support (RDT&E)
- 400208 CENTCOM-GIG
Dependency
Analysis (O&MN,N)
- 400209 MADSS/RNOMI
Database & S/W
Development
(RDT&E)
- 400210 AERIE PHASE II
(WCF)
- 400211 TRANSCOM-GIG
Dependency
Analysis (O&MN,N)
- 400212 ICS Subject
Matter Expertise
Integration
(O&MN,N)
- 400213 ICS Subject
Matter Expertise
Integration
(O&MN,N)
- 400214 AFRICOM-GIG
Dependency
Analysis (Phase
II & III)
(O&MN,N)
- 400215 ICS Subject
Matter Expertise
Integration
(O&MN,N)
- 400216 ICS Subject
Matter Expertise
Integration
(RDT&E)
- 400217 MADSS/RNOMI
Database & S/W
Development
(RDT&E)
- 400218 JCTD Program
Support (RDT&E)
- 400219 MADSS Reqmts
Analysis I Use
Case Development
(RDT&E)
- 400220 DISA TCA
Identification
(O&MN,N)

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400221 Data Preparation
& Tool
Maintenance
(O&MN,N)

400222 MADSS/RNOMI
Database & S/W
Development
(RDT&E)

400223 MADSS/RNOMI
Database & S/W
Development
(RDT&E)

400224 JCTD Program
Support (RDT&E)

400225 MADSS Reqmts
Analysis & Use
Case Dev. (RDT&E)

400226 MADSS Reqmts
Analysis & Use
Case Dev. (RDT&E)

400227 AERIE (WCF)

400228 Visual CONOPS
Prototype (WCF)

400229 Data Preparation
& Tool
Maintenance
(O&MN,N)

400230 MADSS Reqmts
Analysis & Use
Case Dev. (RDT&E)

400231 AERIE DIACAP
(WCF)

400232 JFCOM GIG
Dependency
Analysis (O&MN,N)

400233 VISUAL CONOPS
SUPPORT (OTHER)

4003 The contractor
shall provide
services in
accordance with
the Statement of
Work (Option 3)
(OTHER)

LY \$

400301 INCREMENTAL
FUNDING (OTHER)

400302 INCREMENTAL
FUNDING (OTHER)

400303 INCREMENTAL

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FUNDING (OTHER)

- 400304 INCREMENTAL
FUNDING (OTHER)
- 400305 INCREMENTAL
FUNDING (OTHER)
- 400306 INCREMENTAL
FUNDING (OTHER)
- 400307 INCREMENTAL
FUNDING (O&MN,N)
- 400308 INCREMENTAL
FUNDING (OTHER)
- 400309 INCREMENTAL
FUNDING (O&MN,N)
- 400310 INCREMENTAL
FUNDING (OTHER)
- 400311 ICS SME
INTEGRATION
(OTHER)
- 400312 DATA PREPARATAION
AND TOOL
MAINTENANCE
(OTHER)
- 400313 TRANSCOM JMET GIG
DEPENDENCY
ANALYSIS ON
COMMUNICATIONS
AND NETWORKS
(OTHER)
- 400314 ICS SME
INTEGRATION
(OTHER)
- 400315 ICS SMS
INTEGRATION
(OTHER)
- 400316 MISSION ASSURANCE
DIVISION (MAD)
INFORMATION
ASSURANCE (RDT&E)
- 400317 AERIE PROJECT AND
DIACAP SUPPORT
(OTHER)
- 400318 DCIP/MA EXERCISE
AND ASSESSMENT
SUPPORT (OTHER)
- 400319 JFCOM GIG
DEPENDENCY
ANALYSIS ON
COMMUNICATIONS
AND NETWORKS

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(RDT&E)

- 400320 EXERCISE &
ASSESSMENT
SUPPORT (RDT&E)
- 400321 MISSION ASSURANCE
DIVISION (MAD)
INFORMATION
ASSURANCE (RDT&E)
- 400322 MISSION ASSURANCE
DIVISION (MAD)
INFORMATION
ASSURANCE (RDT&E)
- 400323 ICS SMS
INTEGRATION
(OTHER)
- 400324 TRANSCOM JMET GIG
DEPENDENCY
ANALYSIS (OTHER)
- 400325 MAD'S INFORMATION
ASSURANCE (RDT&E)
- 400326 MADSS/RNOMI
DATABASE AND
SOFTWARE
DEVELOPMENT
SUPPORT (OTHER)

4004 The contractor [REDACTED] LY [REDACTED] [REDACTED] [REDACTED]
shall provide
services in
accordance with
the Statement of
Work (Option 4)
(OTHER)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6002	ODC for Option 2 (OTHER)	1.0	Lot	\$ [REDACTED]
600201	AERIE PHASE II (WCF)			
600202	Energy Dashboard IV (WCF)			
600203	MADSS/RNOMI Database & S/W Development (RDT&E)			
600204	AFRICOM-GIG Dependency Analysis (O&MN,N)			

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600205 MADSS REQMTS
ANALYSIS & USE
CASE DEVELOPMENT
(RDT&E)

600206 DATA PREPARATION
& TOOL
MAINTENANCE
(RDT&E)

600207 JCTD Program
Support (RDT&E)

600208 CENTCOM-GIG
Dependency
Analysis (O&MN,N)

600209 Energy Dashboard
IV (WCF)

600210 AERIE PHASE II
(WCF)

600211 TRANSCOM-GIG
Dependency
Analysis (O&MN,N)

600212 ICS Subject
Matter Expertise
Integration
(O&MN,N)

600213 AFRICOM-GIG
Dependency
Analysis (Phase
II & III)
(O&MN,N)

600214 ICS Subject
Matter Expertise
Integration
(O&MN,N)

600215 ICS Subject
Matter Expertise
Integration
(RDT&E)

600216 CENTCOM-GIG
Dependency
Analysis (RDT&E)

600217 JCTD Program
Support (RDT&E)

600218 MADSS Reqmts
Analysis & Use
Case Development
(RDT&E)

600219 DISA TCA
Identification
(O&MN,N)

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600220 Data preparation
& Tool
Maintenance
(O&MN,N)

600221 JCTD Program
Support (RDT&E)

600222 MADSS Reqmts
Analysis & Use
Case Development
(RDT&E)

600223 MADSS Reqmts
Analysis & Use
Case Development
(RDT&E)

600224 AERIE (WCF)

600225 Visual CONOPS
Prototype (WCF)

600226 Data Preparation
& Tool
Maintenance
(O&MN,N)

600227 MADSS Reqmts
Analysis & Use
Case Development
(RDT&E)

600228 AERIE DIACAP
(WCF)

600229 Visual CONOPS
Prototype (WCF)

600230 JFCOM GIG
Dependency
Analysis (O&MN,N)

600231 MADSS & RNOMI
Database and SW
Development
Support (RDT&E)

600232 Visual CONOPS
Prototype (OTHER)

6003 ODC for Option 3
(OTHER)

600301 INCREMENTAL
FUNDING (OTHER)

600302 INCREMENTAL
FUNDING (OTHER)

600303 INCREMENTAL
FUNDING (OTHER)

600304 INCREMENTAL
FUNDING (OTHER)

1.0 Lot



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600305 INCREMENTAL
FUNDING (OTHER)

600306 INCREMENTAL
FUNDING (OTHER)

600307 INCREMENTAL
FUNDING (OTHER)

600308 ICS SME
INTEGRATION
(OTHER)

600309 ICS SME
INTEGRATION
(OTHER)

600310 ICS SME
INTEGRATION
(OTHER)

600311 MISSION ASSURANCE
DIVISION (MAD)
INFORMATION
ASSURANCE (OTHER)

600312 JFCOM GIG
Dependency
Analysis on
Communication and
Networks (OTHER)

600313 TRANSCOM JMET GIG
Dependency
Analysis on
Communications
and Networks.
(OTHER)

600314 DCIP/MA EXERCISE
AND ASSESSMENT
SUPPORT (OTHER)

600315 JFCOM GIG
Dependency
Analysis on
Communication and
Networks (RDT&E)

600316 MADSS/RNOMI
Database and
Software
Development
Support (RDT&E)

600317 TRANSCOM JMET GIG
DEPENDENCY
(OTHER)

600318 MADSS/RNOMI
DATABASE AND
SOFTWARE
DEVELOPMENT
SUPPORT (RDT&E)

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6004 ODC for Option 4 1.0 Lot \$ [REDACTED]
 (OPTION)
 Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

The Statement of Work is included as Task Order Attachment J.2.

DIGITAL DELIVERY OF DATA

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

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

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

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

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority. If the contractor requires access to applications/systems that utilize public key (PK) cryptography, the contractor is responsible for obtaining requisite PK certificates from a DOD or External Certificate Authority.

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

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited in accordance with the Defense Information Technology System Certification and Accreditation Process by the cognizant NSWCDD DAA. ISs processing classified information will be accredited by Defense Security Services (DSS).

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SECTION D PACKAGING AND MARKING

Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

All technical reports and other deliverable items shall be marked to include, as a minimum, the prime contractor's name, contract, and task order number.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed at NSWCDD, Dahlgren, VA by the Task Order Manager (TOM).

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) that is provided below.

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor's performance will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis. The CPARS evaluation will be based on all work performed (in whole or in part) during the previous 12-month period. It is also anticipated that the Government will conduct an informal evaluation review approximately mid-point through the Task Order period. The primary Government official responsible for the CPARS evaluation is the Task Order Manager (TOM) for the contract. The TOM may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance. This includes individual Project Leads as well as the Contracting Officer.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In-Progress Reviews, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service - Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy and completeness of both technical and administrative reports/data delivered; (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) effectively managed the performance of subcontractors and consultants, if applicable; (e) was proactive and demonstrated initiative; and (f) remained flexible to internal or external changes.

3.2 Schedule - Addresses the extent to which the contractor met task order project schedules, including the need for deadline extensions at the project/work area/Technical Instruction level. "Task order schedules" is intended to address technical schedules as well as the various schedules for submission of administrative reports.

3.3 Cost Control - Addresses the contractor's overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns at both the project/work area/Technical Instruction level and the Task Order CLIN level.

3.4 Business Relations - Addresses the responsiveness of the contractor's management to Government concerns and needs, the effectiveness of the contractor's technical management interfaces with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on technical, management, and

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contract administration issues.

3.5 Management of Key Personnel - Addresses the overall quality of the contractor's team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the Task Order regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

QASP EVALUATION RATING LEVELS

Exceptional: Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions initiated by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions initiated by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Government intervention was occasionally required to ensure satisfactory performance.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Frequent Government intervention was required.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective. Regular Government intervention was necessary.

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SECTION F DELIVERABLES OR PERFORMANCE

The planned period of performance for each Task Order period is shown below. A final performance schedule will be incorporated at time of award.

CLINs 1000/3000 BASE PERIOD 10 September 2007 to 09 September 2008
 CLINs 1001/3001 OPTION 1 10 September 2008 to 09 September 2009
 CLINs 4002/6002 OPTION 2 10 September 2009 to 09 September 2010
 CLINs 4003/6003 OPTION 3 10 September 2010 to 09 September 2011
 CLINs 4004/6004 OPTION 4 10 September 2011 to 09 September 2012
 .

Specific projects/work areas/Technical Instructions may have unique delivery schedules. These schedules will be identified by Technical Instruction and are considered as contractually binding as if they were incorporated herein.

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

The Government plans to include a table as an attachment to this Task Order that identifies, by funded project/work area/Technical Instruction, all applicable ACRNs, SLINs, amounts, appropriation type, expiration date, applicable mod number, Technical Instruction Number, and Government Manager. This attachment will be updated with every modification that affects funding under the Task Order.

DdI-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

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CONTRACT SPECIALIST

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CONTRACTING OFFICER'S REPRESENTATIVE (COR)

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ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)

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CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause below, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors were approved at time of award:



Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

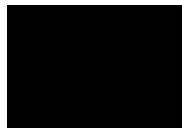
The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) and SubLine (SLIN) numbers shown on each individual invoice.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide the labor hours for the task order period as shown below.

TOTAL HOURS

BASE PERIOD
OPTION 1
OPTION 2
OPTION 3



s quantity of labor hours is the "Required LOE" as used in the "Level of Effort" clause of this task order. It is also considered as the "work contemplated" as referenced in FAR 52.232 -22, Limitation of Funds for incrementally funded periods. The following table details funding to date:

<u>TOTAL CPFF</u>	<u>PREVIOUS FUNDING</u>	<u>FUNDS THIS ACTION</u>	<u>REVISED FUNDING</u>	<u>BALANCE UNFUNDED</u>
<u>BASE PERIOD</u>				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<u>OPTION 1</u>				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<u>OPTION 2</u>				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
<u>OPTION 3</u>				
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

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

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>ALLOTTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
<u>BASE PERIOD</u>			
1000	\$		
3000	\$		
<u>OPTION 1</u>			
1001	\$		
3001	\$		
<u>OPTION 2</u>			
4002	\$		
6002	\$		
<u>OPTION 3</u>			
4003	\$		
6003	\$		

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in the SOW of this order. The total level of effort for the performance of this contract shall be (to be completed at time of award) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The man-hours are listed below. The table below and information for the blanks in paragraphs (a) and (d) are to be completed by the offeror as part of his proposal.

		<u>TOTAL MANHOURS</u>
Base Period	(CLIN 1000)	
Option 1	(CLIN 1001)	
Option 2	(CLIN 4002)	
Option 3	(CLIN 4003)	
Option 4	(CLIN 4003)	

Total hours

Note: The labor hours identified above are based on an expanded workweek for the prime contractor. Prime contractor hours worked in excess of the expanded workweek used in the final proposal revision will not be considered for purposes of finalizing fixed fee.

(b) Listed above are both compensated and uncompensated man -hours associated with this order. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/ TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

$$\text{Fee Reduction} = \text{Fee} \times \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

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

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An

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alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

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

PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

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

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT". If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "FINALIZED FIXED FEE" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEES (LEVEL OF EFFORT) above states that fixed fee payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice. The contractor shall use that rate to invoice fixed fee. This rate could vary by Task Order period (Base Period, Option 1, etc.).

(b) The clause entitled "ALLOTMENT OF FUNDS" in this Section provides the cumulative amount funded. Separate amounts are provided for Estimated Cost and Fixed Fee. The funded fixed fee is based on the ratio of negotiated Fixed Fee to Estimated Cost in Section B (including Facilities Capital Cost of Money) for the applicable Task Order period. When obligating labor funds, the SeaPort-e software computes, for the Government, separate cost and fee amounts for each increment of funds. These amounts are then used by the Government to complete the "ALLOTMENT OF FUNDS" clause. The contractor is not authorized to invoice in excess of the funded fee dollars shown in the ALLOTMENT OF FUNDS" clause for each Labor CLIN.

FINALIZED FIXED FEE

(a) The fixed fee for each period (Base, Option 1, etc.,) will be finalized based on the total number of hours provided (both compensated and uncompensated/TTA, if applicable).

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(b) If 100% or more of both the compensated and uncompensated hours specified in the clause "LEVEL OF EFFORT" (SEA 5252.216-9122) are provided, the contractor will receive the full fixed fee. Uncompensated/TTA hours in excess of the values shown in the "LEVEL OF EFFORT" clause will not be considered.

(c) If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 – The fee will be reduced proportionate to the compensated hours provided – i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Step 2 – If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e., if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced by 20%.

(d) Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

(e) The above fee reduction process applies to all periods regardless of the level of funding. This task order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost-plus-fixed-fee.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

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

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

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

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

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

(d) The requirements of the above clause apply equally to subcontractors and consultants.

INVOICE INSTRUCTIONS (NAVSEA) (APR 2007)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS"

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

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

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

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

Type of Document (contracting officer check all that apply)

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

DODAAC Codes and Inspection and Acceptance Locations (to be completed at time of award)

Issue DODAAC	N00178
Admin DODAAC	S2404A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N00178
Service Acceptor DODAAC	N00178
Service Approver DODAAC	N00178
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	HAA47F
LPO DODAAC	n/a
Inspection Location	See Section E
Acceptance Location	See Section E

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

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY TASK ORDER REQUIREMENTS

The following mandatory requirements must be met for an offeror to be considered eligible for the Task Order. These requirements must be maintained throughout the life of the Task Order.

Requirement 1 - Security Clearance - The contractor's facility must be cleared at the TOP SECRET level with SECRET IT processing and storage capability.

Requirement 2 - All Control Systems SMEs and Analysts are required to have TOP SECRET clearances at time of award. Interim clearances are acceptable. If the proposed Program Manager is expected to participate personally in the analysis of control systems, a TOP SECRET clearance is required.

Requirement 3 - The following labor categories/number of individuals are required to have SECRET clearances at time of award. Interim clearances are acceptable. All remaining SME positions other than those noted above as well as the Program Manager.

Requirement 4 - The successful offeror must have demonstrated that neither he nor any of his team members has an Organizational Conflict of Interest (OCI), or must have submitted an OCI Mitigation Plan that the Contracting Officer has evaluated as acceptable.

LABOR CATEGORY QUALIFICATION REQUIREMENTS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications. Labor categories are identified as both Key and Non-Key. The experience levels for each Key and Non-Key Personnel labor category are identified below. Key Personnel levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes. Non-Key category qualification levels are minimums.

(a) Program Manager (KEY)

It is desired that this individual qualify as a senior Subject Matter Expert under the Task Order and have an additional 5 years experience managing government contracts of a technical, research and development nature. Experience using earned value (EVM) metrics, complying with government reporting requirements, and implementing cost control over complex projects is also desired. Experience in managing subcontractors (if subcontracting is proposed) is also desired.

(b) Senior Subject Matter Expert (SME)(KEY)

10 years of directly applicable specialized experience as described for the particular infrastructure/subject they are intended to fulfill. Each infrastructure is intended to be a separate Key labor category (e.g., Sr. SME - Telecommunications, Sr. SME - GIS, etc.)

(c) Journeyman Subject Matter Expert (SME)(KEY)

5 years of directly applicable specialized experience as described for the particular infrastructure/subject they are intended to fulfill. Each infrastructure is intended to be a separate Key labor category (e.g., Journeyman SME - Electric Power, Journeyman SME - Transportation, etc.)

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(d) Infrastructure Analyst (IA) (KEY for Control Systems, Electric Power, and Telecommunications infrastructures; NON-Key for remaining IAs).

2 years of directly applicable specialized experience as described for the particular infrastructure/subject they are intended to fulfill. Each infrastructure is intended to be a separate Infrastructure Analyst category (e.g, Infrastructure Analyst - Control Systems (KEY) or Infrastructure Analyst - Petroleum (NON-Key)).

(e) Data entry specialist (NON-KEY)

At least 2 years experience in entering information into various databases (Access, Oracle, or SQL), performing large scale data entry from various source media, and entering data into a GIS environment.

(f) Specialized Experience Definition: Includes experience in one or more of the following functional areas. It is desired that the proposed Key Personnel pool, as a whole, reflect experience in all areas. It is not necessary that each individual possess all qualifications for the particular infrastructure he/she is working under. However, it is desired that the pool of individuals for a particular infrastructure possess experience in all areas.

(1) Electric power analysis

- o Operation of electric power assets and systems
- o Engineering and design of Transmission and distribution assets and systems
- o Electric power resource planning and analysis
- o Power generation planning and analysis
- o Power flow simulation
- o Use of GIS software in analysis efforts

(2) Control Systems analysis

- o Analysis of legacy and contemporary automation and control systems, networks, and protocols
- o Engineering and design of control systems and networks including layered, "defense-in-depth" security architectures
- o Analysis of information/cyber security threats and recommending and implementing effective countermeasures
- o Providing comprehensive gap analysis of policy, procedures and configurations
- o Performing both "blue" and "red" team analysis of security systems
- o Preparing DoD Information Assurance Certification and Accreditation Process (DIACAP) or other certification and accreditation packages
- o Securely integrating automation and control systems with other business systems such as building information models (BIMs)
- o Possess Certified Information System Security Professional (CISSP) certifications

(3) Telecommunications analysis

- o Analysis of commercial and military communications assets and networks
- o Engineering and design of communications components and networks including fiber, cable, and wireless systems
- o Modeling of transport and network systems
- o Use of GIS software in analysis efforts

(4) Natural Gas analysis

- o Operation of natural gas assets and systems
- o Engineering and design of natural gas assets and systems
- o Natural gas commodity flow modeling analysis
- o Knowledge of natural gas commodity market, contractual structures and transmission market
- o Use of GIS software in analysis efforts

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(5) Petroleum analysis

- o Operation of crude and refined product assets and systems
- o Engineering and design of crude and refined product assets and systems
- o Crude and refined product commodity flow modeling analysis
- o Knowledge of crude and refined product commodity market, contractual structures and transmission market
- o Use of GIS software in analysis efforts

(6) Chemical analysis

- o Engineering and manufacturing of chemical products
- o Sales and marketing of chemical products
- o Performing risk analysis of hazardous chemicals
- o Performing plume analysis for chemical release scenarios
- o Use of GIS software in analysis efforts

(7) Transportation analysis

- o Analysis of transportation and logistic networks in a GIS environment
- o Data collection and processing specific to transportation networks (road, rail, air, sea)
- o Modeling and simulation of transportation and logistic networks

(8) Water analysis

- o Operation of water infrastructure assets and systems (including dams, reservoirs and treatment facilities)
- o Engineering and design of water infrastructure assets and systems (including dams, reservoirs and treatment facilities)
- o Water infrastructure flow modeling analysis
- o Applying EPA regulations and dealing with water quality issues
- o Use of GIS software in analysis efforts

(9) Software tool development

- o Developing tools within an ESRI ArcMap environment
- o Gathering requirements from users to justify development options
- o Developing tools in compliance with government standards

(10) Database design and maintenance

- o Building, managing, and maintaining spatially oriented database structures in Oracle and ArcSDE
- o Gathering requirements from users to implement database solutions
- o Supporting software tool development utilizing data stored in a spatial database structure

(11) GIS mapping, modeling and analysis

- o Building, managing, and maintaining large scale geospatial data holdings
- o Performing geographic analysis of infrastructure assets
- o Working with imagery sources to build and correct vector data
- o Working with geographic networks

Ddl-H11 CHANGES IN KEY PERSONNEL

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

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notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

(3) The hourly rates of the incumbent and the proposed substitute; and

(4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.

(d) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request. The Government expects that all originally-proposed personnel will be working to the extent proposed before additions to labor categories are requested.

(e) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

KEY PERSONNEL – POST AWARD ADMINISTRATION

(a) Resumes for growth in a Key category will not be accepted unless the originally-proposed Key Personnel is/are working on the Task Order to the extent proposed for the particular infrastructure area.

(b) Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. The minimum requirement for specialized experience following award will be administered as follows: the pool of individuals for a particular infrastructure must possess specialized experience in each area listed for that infrastructure; each individual within the pool does not need to possess specialized experience in all areas listed.

(c) This acquisition will not require continuous efforts of all individuals; some specific infrastructure analysis will be intermittent.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract

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requirements.

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

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

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

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies

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provided by law or elsewhere included in this contract.

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

SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.

1. Annual Labor Escalation: [REDACTED]

2. Maximum Pass-Thru Rate: [REDACTED]

3. Fixed Fee: [REDACTED]

4. Paragraph 9.2.1.1 stated that the labor years identified in RFP Attachment J.3 referred to technical categories only. Corporate and local-level management, general support to include administrative/clerical, and contract business management/administration were considered to be overhead in nature except for the those oversight or administrative functions to be performed by the prime contractor Program Manager. If it were the offeror's intent to direct charge any such hours, they must be added to the number of technical hours proposed. Paragraph 9.2.1.2 provided further definition of the functions to be covered to include management, word processing, reproduction, library, contract administration (to include progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. Neither Booz Allen nor any of its proposed subcontractors added hours for such functions. Accordingly, none will be allowed as a direct charge during performance.

5. Paragraph 9.3.2 of the solicitation defined "materials" as commercial datasets. It further stated that items such as costs associated with producing task order deliverables (copying costs and consumables), postage and express/overnight delivery charges, telephone, other communication costs, computer costs, personnel relocation costs, and facility costs (including costs associated with maintaining a secure facility) were not included. Offerors were instructed that if any such costs were proposed for direct charge after award, they must be added to the solicitation-identified material amounts. The only such costs proposed were those associated with Booz Allen's CNAS facility. Such costs will be allowable as a direct charge.

NON-DISCLOSURE OF PROTECTED CRITICAL INFRASTRUCTURE INFORMATION

The parties agree to implement the Final Rule promulgating regulations at Title 6 Code of Federal Regulations Section 29 to govern procedures for handling critical infrastructure information. The regulations detailed in the Final Rule, which was effective upon publication pursuant to Section 808 of the Congressional Review Act, were promulgated pursuant to Title II, Section 214 of the Homeland Security Act of 2002, known as the "Critical Infrastructure Information Act of 2002" (CII Act).

The contractor shall not request, obtain, maintain or use Protected Critical Infrastructure Information (PCII) without a prior written certification from the PCII Program Manager or a PCII Officer that conforms to the requirements of Section 29.8(c) of the Final Rule.

The contractor shall comply with all requirements of the PCII Program set out in the CII Act, in the implementing regulations published in the Final Rule, and in the PCII Procedures Manual as they may be amended from time to time, and shall safeguard PCII in accordance with the procedures contained therein.

The Contractor shall ensure that each of its employees, consultants, and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager and agrees that none of its employees, consultants or subcontractors will be given access to PCII without having previously executed an NDA.

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SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the time periods specified in Section B, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. This 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.

52.244-2 SUBCONTRACTS (AUG 1998); ALTERNATE 1 (JAN 2006)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing subcontracts added during task order performance.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

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- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause. (REPLACED BY ALTERNATE 1 BELOW)
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

_to be identified at time of award_____

(End of clause)

Alternate I (Jan 2006).

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(f)(1)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(2) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

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SECTION J LIST OF ATTACHMENTS

Task Order Attachment J.1 - Contract Security Classification Specification, Rev. 1 (DD254)

Task Order Attachment J.2 - Statement of Work

Task Order Attachment J.3 - Task Order Manager (TOM) Appointment Letter (NEW)

Task Order Attachment J.4 - Alternate Task Order Manager (A-TOM) Appointment Letter

Task Order Attachment J.5 - Funding ACRN/Technical Project Correlation Table (Base Period)

Task Order Attachment J.6 - Technical Instruction No. 01 - BMD

Task Order Attachment J.7 - Technical Instruction No. 02 - EUCOM

Task Order Attachment J.8 - Technical Instruction No. 03 - PACOM

Task Order Attachment J.9 - Technical Instruction No. 04 - DOD STEP?Teleport network

Task Order Attachment J.10 - Technical Instruction No. 05 - Site Assessments

Task Order Attachment J.11 - Technical Instruction No. 06 - NC3

Task Order Attachment J.12 - Technical Instruction No. 07 - DOD CONUS Renewable Resource Opportunity Mapping

Task Order Attachment J.13 - Technical Instruction No. 08 - DCIP Communication Analysis

Task Order Attachment J.14 - Technical Instruction No. 09 - Infrastructure Data Normalization

Task Order Attachment J.15 - Technical Instruction No. 10 - Vigilant Shield Exercise Support

Task Order Attachment J.16 - Technical Instruction No. 11 - TRANSCOM OCONUS Site Characterization

Task Order Attachment J.17 - Technical Instruction No. 12 - FY08 Telecommunications Infrastructure Build-outs

Task Order Attachment J.18 - Technical Instruction No. 13 - Ardent Sentry FY08 Exercise Support

Task Order Attachment J.19 - Technical Instruction No. 14 - DCIP Transportation Analysis

Task Order Attachment J.20 - Technical Instruction No. 15 - WiMAX Modeling and Simulation Project

Task Order Attachment J.21 - Technical Instruction No. 16 - Energy Dashboard Project

Task Order Attachment J.22 - Technical Instruction No. 17 - USJFCOM-GIG Dependency Analysis

Task Order Attachment J.23 - Funding ACRN/Technical Project Correlation Table (Option 1)

Task Order Attachment J.24 - Technical Instruction No. 18 - Vigilant Shield FY09 Exercise Support

Task Order Attachment J.25 - Technical Instruction No. 19 - GCS Long Haul Analysis - Phase II

Task Order Attachment J.26 - Technical Instruction No. 20 - Data Preparation and Tool Maintenance (rev.1)

Task Order Attachment J.27 - Technical Instruction No. 21 - JCTD Program Support to Technical and Transition Managers

Task Order Attachment J.28 - Technical Instruction No. 22 - JCTD Infrastructure Analysis - Requirement I

Task Order Attachment J.29 - Technical Instruction No. 23 - Automated Report Generator - Phase I

Task Order Attachment J.30 - Technical Instruction No. 24 - Wireless Characterization for SOUTHCOM AOR

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Task Order Attachment J.34 - Technical Instruction No. 28 - MADSS/RNOMI Database & Software Development

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Task Order Attachment J.37 - Technical Instruction No. 31 - AERIE Phase 2, Rev. 3

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Task Order Attachment J.39 - Technical Instruction No. 33 - MADSS/RNOMI Database & Software Development (Rev 2)

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Task Order Attachment J.41 - Technical Instruction No. 35 - MADSS Requirements Analysis & Use Case Development (Rev.3)

Task Order Attachment J.42 - Technical Instruction No. 36 - Data Preparation & Tool Maintenance (Rev. 1)

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Task Order Attachment J.44 - Technical Instruction No. 38 - CENTCOM-GIG Dependency Analysis Phase 1

Task Order Attachment J.45 - Funding ACRN/Technical Project Correlation Table (Option 2)(Rev.)

Task Order Attachment J.46 - Technical Instruction No. 39 - TRANSCOM-GIG Dependency Analysis (Rev. 3)

Task Order Attachment J.47 - Technical Instruction No. 40 - ICS Subject Matter Expertise Integration (Rev.3)

Task Order Attachment J.48 - Technical Instruction No. 41 - AFRICOM-GIG Dependency Analysis (Phase II and III) (Rev. 1)

Task Order Attachment J.49 - Technical Instruction No. 42 - DISA TCA Identification

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Task Order Attachment J.56 - Technical Instruction No. 48 - AERIE Project and DIACAP Support Opt Yr 3
Task Order Attachment J.57 - Technical Instruction No. 49 - JFCOM GIG Dependency Analysis Opt Yr 3
Task Order Attachment J.58 - Technical Instruction No. 50 - Industrial Control Systems SME Integration
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