

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 11		3. EFFECTIVE DATE 02-Jan-2014		4. REQUISITION/PURCHASE REQ. NO. 1300390269		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE		N00174		7. ADMINISTERED BY (If other than Item 6) CODE		S2404A	
NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 teresa.palumbo@navy.mil 301-744-6612				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)	
			[X] 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-FG09 10B. DATED (SEE ITEM 13) 14-Oct-2009	
CAGE CODE 17038		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232.22 Limitation of Funds

E. IMPORTANT: Contractor [X] 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)	
		Renee M Brown, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Renee M Brown (Signature of Contracting Officer)	02-Jan-2014

NSN 7540-01-152-8070 30-105 **STANDARD FORM 30** (Rev. 10-83)
PREVIOUS EDITION UNUSABLE Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding in the amount of \$291,740.00.

Accordingly, said Task Order is modified as follows:

1. SECTION G - ACCOUNTING DATA

Incremental funding in the amount of \$291,740.00 is hereby provided as follows:

CLIN 4004 Labor \$291,740.00

See Section G for Accounting and Appropriation Data.
See Section H for updated Allotment of Funds by CLIN.

2. All other terms and conditions remain unchanged.

3. For additional information concerning this contract, please contact Teresa M. Palumbo at 301-744-6612 or teresa.palumbo@navy.mil.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,903,731.35 by \$291,740.00 to \$3,195,471.35.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400402	Fund Type - OTHER	0.00	291,740.00	291,740.00

The total value of the order is hereby increased from \$3,796,987.12 by \$0.00 to \$3,796,987.12.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4000	R425	BASE YEAR - INFORMATION OPERATIONS (IO) TRANSFORMATION (Fund Type - OTHER)	1.0	LO			\$705,933.80
4001	R425	OPTION YEAR I - INFORMATION OPERATIONS (IO) TRANSFORMATION (Fund Type - OTHER)	1.0	LO			\$726,719.69
400101	R425	Requisition #02986717 (Fund Type - OTHER)					
400102	R425	Requisition #03261931 (Fund Type - OTHER)					
4002	R425	OPTION YEAR II - INFORMATION OPERATIONS (IO) TRANSFORMATION (Fund Type - OTHER)	1.0	LO			\$748,076.87
400201	R425	PR# 1300239482 (Fund Type - OTHER)					
400202	R425	OSD funding in support of NDU Requisition #1300303845 (Fund Type - OTHER)					
4003	R425	OPTION YEAR III - INFORMATION OPERATIONS (IO) TRANSFORMATION (Fund Type - OTHER)	1.0	LO			\$770,114.87
400301	R425	Funding in Support of Option					

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Year III Labor
(Fund Type -
OTHER)

400302 R425 Funding in
Support of Option
Year III Labor -
NDU (Fund Type -
OTHER)

4004	R425	OPTION YEAR IV - INFORMATION OPERATIONS (IO)TRANSFORMATIO N (Fund Type - OTHER)	1.0	LO	\$793,050.53
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400401 R425 Funding in
Support of Option
Year IV Labor
(Fund Type -
OTHER)

400402 R425 Funding in
Support of Option
Year IV Labor
(Fund Type -
OTHER)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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6000	R425	BASE YEAR - ODC TRAVEL (Fund Type - OTHER)	1.0	LO	\$10,000.00
6001	R425	OPTION YEAR I - ODC TRAVEL (Fund Type - OTHER)	1.0	LO	\$10,300.00
600101	R425	Requisition #02986724 (Fund Type - OTHER)			
6002	R425	OPTION YEAR II - ODC TRAVEL (Fund Type - OTHER)	1.0	LO	\$10,609.00
600201	R425	PR# 1300239482 (Fund Type - OTHER)			
6003	R425	OPTION YEAR III - ODC TRAVEL (Fund	1.0	LO	\$10,927.27

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Type - OTHER)

600301 R425 Funding in
Support of Option
Year III ODC's
(Fund Type -
OTHER)

6004 R425 OPTION YEAR IV - 1.0 LO \$11,255.09
ODC TRAVEL (Fund
Type - OTHER)

600401 R425 Funding in
Support of Option
Year IV ODCs
(Fund Type -
OTHER)

TASK ORDER MANAGER (TOM)

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

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

IO TRANSFORMATION PART 1 GENERAL INFORMATION

1.0 Description of Services

1.1 Background

According to Department of Defense Directive (DODD) O-3600.01, *Information Operations (IO)*, IO is defined as “*The integrated employment of the core capabilities of Electronic Warfare (EW), Computer Network Operations (CNO), Psychological Operations (PSYOP), Military Deception (MILDEC), and Operations Security (OPSEC), in concert with specified supporting and related capabilities, to influence, disrupt, corrupt, or usurp adversarial human and automated decision making while protecting our own.*” The supporting and related capabilities referenced in DODD O-3600.01, are specifically identified in Joint Publication 3-13, *Information Operations*, as Information Assurance (supporting), Physical Security (supporting), Physical Attack (supporting), Counterintelligence (supporting), Combat Camera (supporting), Public Affairs (related), Civil Military Operations (related) and Defense Support to Public Diplomacy (related). This wide array of core, supporting and related capabilities, as well as their synergistic integration, directly impacts human and automated decision making and consequently, the ability of the Secretary of Defense, through the Chairman of the Joint Chiefs of Staff (CJCS) to provide strategy direction to the armed forces in accordance with Title 10 of the United States Code.

Closely associated with IO and its capabilities are Special Technical Operations (STO), which constitute a critical IO enabler. In this capacity, STO plays a major role in achieving the integrated employment of IO core, supporting and related capabilities and must be consistently associated with this emerging military core competency. To achieve this degree of integrated IO capabilities employment, it is imperative that DOD, the Joint Staff, the Services and Combatant Commands, develop consistent and mutually supportive STO policies, plans and procedures.

1.2 Purpose

The overall purpose of this effort is for the contractor to provide innovative program support to Joint Staff J-39 Deputy Director Global Operations (DDGO) in their efforts to develop consistent IO and associated STO policy and doctrine for the Joint Staff, Combatant Commands and Joint Task Forces (JTFs). This effort will also formulate Joint IO and STO policies and procedural controls, promote development of Joint IO and associated STO education and training requirements, with the goal of establishing codified, operational requirements for Joint IO career force.

To support the creation of a well-trained and educated IO career workforce as well as the CJCS’s Title 10 responsibility to *formulate policies for joint training of the armed forces*, the Joint Staff J-39 DDGO performs the following tasks:

- Formulates policies to align Joint IO education and training requirements with Joint manpower requirements
- Facilitates the integration of IO into Joint Professional Military Education (JPME)
- Facilitates certification of Joint IO planner and capability specialist training
- Coordinates the review and update of existing Joint IO education and training course requirements

To accomplish these tasks, Joint Staff J-39 DDGO seeks support in developing a coherent Joint IO education and training framework. The contractor shall also assist Joint Staff J-39 DDGO in developing policy to facilitate, leveraging existing government furnished information such as the Undersecretary of Defense for Intelligence (USDI) Information Operations Program Review, as well as data collected by the DOD IO Executive Committee and the DOD IO Education Board of Advisors (BOA). Utilization and analysis of this information will allow Joint Staff J-39 DDGO to develop a comprehensive, integrative, framework that will ensure validated IO career development requirements are being addressed. Finally, Joint Staff J-39 DDGO seeks to update and codify Joint IO policy and doctrine consistent with evolving concepts that will ensure relevancy across the full range of military operations.

The contractor shall conduct IO/STO-focused support in coordination with a host of USG entities to include the Intelligence Community, DOD, Combatant Commands, the Services, and Combat Support Agencies.

1.3 Objective

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The contractor shall provide all staffing, equipment, and materials necessary to perform the tasks as defined in this PWS; except that which is specified in Part 3 as Government Furnished Information, Facilities, Property, Equipment and Services at The Pentagon, Washington, D.C. The contractor shall perform to the standards in this contract. In this effort, the contractor shall provide strictly non-personal services and shall work as an independent contractor not subject to supervision and control by the Government.

1.4 General Information

1.4.1 Period of Performance

The period of performance shall be for one (1) Base Period of twelve (12) months. Four 12 – month option periods may be exercised, at the discretion of the Government.

1.4.2 Place of Performance

The primary place of performance for this effort is The Pentagon, Washington D.C. Additional place of performance is the National Defense University (NDU), Fort McNair, Washington D.C.

1.4.3 Task Order Manager (TOM)

1.4.4 Primary and Alternate Point of Contact (POC)

1.4.5 Hours of Operation

The contractor is responsible for contract performance between the hours of 0730 and 1630 Monday thru Friday, except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

1.4.6 Travel

The contractor shall be required to travel in performance of this order. The numbers of trips and numbers of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the TOM in advance. All travel shall be conducted in accordance with FAR 31.205-46, "Travel Costs," and the Federal Travel Regulations (FTR).

1.4.7 Recognized Holidays

It is not anticipated that the contractor will be required to perform contract services on these days:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day

Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day

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Independence Day

Christmas Day

1.4.8 Type of Contract

The Government anticipates award of a Cost Plus Fixed Fee contract.

1.4.9 Security Requirements

1.4.9.1 Clearance Level

All contractor personnel shall possess a current Top Secret (TS) Clearance based on a Single Scope Background Investigation (SSBI) completed within the last 5 years with Sensitive Compartmented Information (SCI) eligibility and be able to successfully complete a Counter-Intelligence Polygraph.

1.4.9.2 Facility Clearance

The Contractor shall possess or be eligible to receive and maintain a TS facility clearance from the Defense Security Service.

1.4.9.3 Physical Security

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

1.4.10 Periodic Progress Meetings

The contracting officer, TOM, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these progress meetings the contracting officer will provide feedback to the contractor on how the Government views the contractor's performance and the contractor shall apprise the Government of problems, if any, being experienced. The Government and the contractor shall take appropriate action to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

1.4.11 Identification of Contractor Employees

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status may not be obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of the audience that they are Government employees. Contractor personnel must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. The contractor shall be required to wear required Pentagon security badges which will indicate their contractor status in the performance of this service.

1.4.12 Deliverables

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

PART 2 DEFINITIONS & ACRONYMS

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

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

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

NAVSEA - Naval Sea Systems Command

Performance Objective - The service and/or activity required.

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

Performance Standard – Establishes the performance level that the Government requires for the accomplishment of contract requirements. The standards shall be measurable and structured to permit an assessment of the contractor's performance.

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

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

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

Quality Assurance Surveillance Plan (QASP) - A document outlining how the Government will apply performance standards, the frequency of surveillance and the minimum acceptable defect rate(s).

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

Quality Control Plan – A contractor generated document outlining and describing the performance control processes to be applied in delivering the level of service required by the PWS.

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

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

USG – United States Government

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

PART 3

GOVERNMENT FURNISHED INFORMATION, FACILITIES, PROPERTY, EQUIPMENT AND SERVICES

3.0 General

The Government will provide the information, facilities, property, and equipment as provided below.

3.1 Information

The Government will provide current instructions, directives, doctrine, policy and applicable documentation for the contractor to perform the required tasks.

3.2 Facilities

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

3.3 Property

All documentation, models, software, reports, databases, and similar materials created by the contractor shall be the property of the US Government. Reference to the contractor shall not appear in any portion of delivered products.

3.4 Equipment

The Government will provide accounts on unclassified and classified automated information systems, access to non-secure and secure telephone systems, equipment and supplies for production and reproduction of materials for all

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tasks in this PWS.

3.5 Services

The Government will provide services such as computer and information system support required for the contractor to perform required tasks.

3.6 Utilities

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

PART 4 TASK DESCRIPTION

4.0 Task Descriptions

4.1 Schedule

4.1.1 Kick-Off Meeting

The contractor shall schedule and conduct a joint Government and contractor kick-off meeting to review contract PWS requirements. This meeting shall be scheduled within twenty-one (21) days after contract award.

4.1.2 Project Schedule

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

4.2 Monthly Progress Reports

The Contractor shall submit monthly progress reports delivered in a format and/or media approved by the TOM. Electronic media shall be used whenever practical. The first monthly progress report is due NLT fifteen (15) days after the first full reporting month. Subsequent reports are due NLT fifteen (15) days after the last day of each calendar month. These reports shall include the following elements:

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

4.2.1 Disclaimer Statement

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

"The views, opinions and findings, contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DOD) position, policy, or decision, unless so designated by other official documentation."

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4.3 Quality

4.3.1 Quality Control Program (QCP)

The contractor shall implement a Quality Control Program for this effort. To implement this QCP, the contractor shall prepare and provide a quality control plan to detail and describe the contractor's framework and processes within the QCP for delivering quality products and services required by this PWS. This quality control plan shall be provided to the Government within twenty-one (21) days after contract award. The contractor shall provide a briefing to the Government outlining the plan for implementation of the QCP for the contract tasks during the kick-off meeting. The contractor shall ensure all work will be performed in accordance with the contract requirements and the quality control plan. The contractor shall provide the requisite staffing and procedures to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and service delivery and performance requirements of this effort. The contractor shall identify in the Quality Control Plan, the applicable processes and metrics used to self-assess performance, in addition to the resources to be applied to this effort.

4.4 Technical

4.4.1 Joint Information Operations Policy and Doctrine Development

The contractor shall utilize IO subject matter experts (SMEs) to develop policy guidance and Joint doctrine on behalf of the Joint Staff and the Combatant Commands. These SMEs shall provide policy and doctrine support that includes all aspects of Joint IO planning, along with the IO core capabilities of EW, CNO, PSYOP, MILDEC and OPSEC. Support shall also include SME assistance in STO associated with IO. Additionally, IO SMEs shall review IO supporting and related capabilities policy and doctrine, as well as Joint policy and doctrine publications addressing Strategic Communication (SC) and the emerging disciplines of cyberspace and cyberspace operations (CSO).

4.4.2 Joint IO Career Force Concept Development

The contractor shall develop a comprehensive Joint IO career force concept. This concept shall include the identification of specific education and training requirements for Joint IO planners and capability specialists, a methodology to ensure the consistent coding of electronic Joint manpower and personnel system billets with these requirements, as well as a roadmap providing a regulated process to "grow" Joint IO policymakers and strategists across an entire career; thereby providing sufficient numbers of educated and trained personnel to support national security objectives.

4.4.3 Doctrine to Support Joint IO Education and Training Requirements

The contractor shall facilitate the development and codification of Joint IO and associated STO education and training requirements applicable to members of the Joint IO career force, along with education and training requirements for Joint personnel from the IO supporting and related capabilities areas. The contractor shall also assist the Joint Staff J-39 DDGO in establishing doctrine for IO education requirements used by JPME institutions, as well as for General/Flag Officers (G/FO) serving on Joint duty assignments.

The contractor shall develop a Joint IO education and training requirement implementation strategy and shall also facilitate the codification of Joint IO education and training requirements for members of the Joint IO career force.

4.4.4 DoD IO Education Board of Advisors (BOA) Management

The contractor shall provide oversight and management support services to Joint Staff J-39 DDGO, in its capacity as secretariat for DOD's IO BOA. These services shall comprise pre-event planning, on-site coordination, and post event "wrap up" activities. Specifically, IO Education BOA and BOA Working Group (WG) executive management and oversight responsibilities shall include:

- Selecting IO Education BOA and BOA WG site locations.
- Developing and distributing BOA and BOA WG meeting announcements, along with meeting agendas and briefing slides.
- Presiding over BOA and BOA WG member check in, security verification and problem resolution, document control and facility coordination
- Preparing, editing and distributing BOA and BOA WG official minutes to all participant organizations.

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4.4.5 IO Quadrilateral Senior Steering Group and 4-Eyes Support

The contractor shall assist Joint Staff J-39 DDGO in providing oversight and support services in its capacity as a member of the IO Quadrilateral Senior Steering Group (SSG) and “4-Eyes” Secretariat. These services shall comprise pre-event planning, on-site coordination, and post event “wrap up” activities. Specifically, the management and support service responsibilities of the IO Quadrilateral SSG and “4-Eyes” Secretariat shall include:

- Providing assistance in selection of IO Quadrilateral SSG/WG site locations.
- Developing and distributing IO Quadrilateral SSG/WG and “4-Eyes” meeting announcements, along with meeting agendas and briefing slides.
- Presiding over IO Quadrilateral SSG/WG and “4-Eyes” member check in, security verification and problem resolution, document control and facility coordination
- Conducting Implementing Arrangement oversight with respect to SSG/WG and “4-Eyes” sharing activities

4.4.6 Joint IO/Integrated Joint Special Technical Operations (IJSTO) Policy and Procedures

The contractor shall provide policy and procedures support for IJSTO. The contractor shall review, create and maintain STO policy and procedures documentation to include Joint Staff instructions, manuals, training materials and web-based materials and communications. The contractor shall formally review STO apportionment/deapportionment packages. This activity shall also include supporting the Joint Staff J-39 DDGO, or facilitating, at IO, IO-related and associated STO conferences, working groups and seminars. To execute this task the contractor shall be thoroughly familiar with CJCSI 3120.08, *Integrated Joint Special Technical Operations (IJSTO)*, the Joint Operational Planning Process and with subject matter taught by the Joint Command, Control & Information Operations School as part of their Joint Information Operations Planners Course.

4.4.7 Conference Planning and Meeting Support

The contractor shall provide support for designated government, and inter-agency IO and STO-associated conferences, symposia and workshops. The contractor support shall comprise pre-event planning, on-site coordination, and post-event activities. Pre-event planning shall include site selection, development and distribution of announcements, creation of the agenda and support material, and registration. On-site coordination shall include attendee check-in, security problem resolution, document control, and coordination with host facility. Post-event support shall include developing and mailing of the conference proceedings and generation of a lessons learned report. Conferences and meetings shall provide a forum for the dissemination and technical transfer of information regarding Joint IO (and associated STO) policy, doctrine, career force, education and training.

4.4.8 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

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

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

PART 5 APPLICABLE DOCUMENTS

5.0 Applicable Documents

5.1 Specific Regulation or Guidance

CJCSI 3210.01, Joint IO Policy
CJCSI 3120.08, Integrated Joint Special Technical Operations
JP 3-13, Information Operations
Integrated STO Supplement to JOPES Volume 1 & 2
DODD O-3600.01, Information Operations (IO)

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AJP 3.10, NATO Information Operations
DODI 3608.12, Joint Information Operations (IO) Education
Department of Defense (DOD) Information Operations Roadmap, dated 30 Oct 03

TECHNICAL EXHIBIT 1 PERFORMANCE REQUIREMENTS SUMMARY

Task Paragraph	Tasks	Delivery Date	Performance Standard
4.1	Schedule		
4.1.1	Schedule and conduct a contract kick-off meeting	DOA + 21 Days	One Time
4.1.2	Deliver and maintain an integrated project schedule using MS Project; include resource loaded tasks, durations, dependencies & deliverables	15 th of each month	Monthly
4.2	Monthly Progress Report	15 th of each month	Monthly
4.3	Quality		
4.3.1	Prepare and provide a Quality Control Plan	DOA + 21 Days	One time
4.4	Technical		
4.4.1	Prepare and provide suggested changes and/or draft revisions of Joint Publication 3-13, Information Operations, CJCSI 3210.01 Joint IO Policy, and associated policies and instructions	NLT 3 months after request by Government	As required
4.4.2	Prepare and provide synopses of IO Career Force Executive Committee meetings	NLT 30 days after EXCOM session	As required (approx 1-2 per 6 months)
4.4.3	Provide and maintain a comprehensive Joint IO Education and Training Matrix	NLT 30 days after request by Government	As required
4.4.3	Review, comment and recommend Accreditation Packages for Joint IO Graduate Level Education for approval	NLT 30 days after package receipt	As required (approx 2-3 per 6 months)
4.4.4	Prepare and provide schedules, agendas, briefing materials for Board of Advisor's (BOA) sessions and BOA Working Groups	NLT 10 days before meeting	As required (approx 2 per 6 months)
4.4.4	Prepare and provide minutes for BOA sessions and BOA Working Groups	NLT 30 days after meeting	As required (approx 2 per 6 months)
4.4.5	Prepare and provide schedules, agenda and briefing materials for "4-Eyes" conference	NLT 10 days prior to meeting	One Time
4.4.5	Prepare and provide executive summary of "4-Eyes" conference	NLT 14 days after meeting	One Time
4.4.6	Prepare and provide suggested changes and/or draft revisions of CJCSI 3120.08, Integrated Joint Special Technical Operations and associated STO policies and documentation.	NLT 3 months after request by Government	As required
4.4.6	Review, comment and staff IJSTO Apportionment and/or Deapportionment packages	NLT 30 days after package request	As required (approx 2-3 per 6 months)

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4.4.7	Prepare and provide planning materials, agendas and presentation materials for IO/STO meetings	NLT 5 days prior to meeting	As required (approx 2-3 per 6 months)
4.4.7	Prepare and provide meeting summaries and reports for IO/STO meetings	NLT 14 days after meeting	As required (approx 2-3 per 6 months)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be done in accordance with the basic contract and instructions in the PWS if applicable.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance at destination.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	11/1/2009 - 10/31/2010
4001	11/1/2010 - 10/31/2011
4002	11/1/2011 - 10/31/2012
4003	11/1/2012 - 10/31/2013
4004	11/1/2013 - 10/31/2014
6000	11/1/2009 - 10/31/2010
6001	11/1/2010 - 10/31/2011
6002	11/1/2011 - 10/31/2012
6003	11/1/2012 - 10/31/2013
6004	11/1/2013 - 10/31/2014

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at the Pentagon, Washington D.C.

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

CLIN 4000 - November 01, 2009 through October 31, 2010
CLIN 4001 - November 01, 2010 through October 31, 2011
CLIN 4002 - November 01, 2011 through October 31, 2012
CLIN 4003 - November 01, 2012 through October 31, 2013
CLIN 4004 - November 01, 2013 through October 31, 2014

CLIN 6000 - November 01, 2009 through October 31, 2010
CLIN 6001 - November 01, 2010 through October 31, 2011
CLIN 6002 - November 01, 2011 through October 31, 2012
CLIN 6003 - November 01, 2012 through October 31, 2013
CLIN 6004 - November 01, 2013 through October 31, 2014

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-7002 Payment for Subline Items Not Separately Priced (DEC 1991)

(a) If the schedule in this contract contains any contract subline items or exhibit subline items identified as not separately priced (NSP), it means that the unit price for that subline item is included in the unit price of another, related line or subline item.

(b) The Contractor shall not invoice the Government for any portion of a contract line item or exhibit line item which contains an NSP until—

(1) The Contractor has delivered the total quantity of all related contract subline items or exhibit subline items; and

(2) The Government has accepted them.

(c) This clause does not apply to technical data.

(End of clause)

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

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

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

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	last Monday in May
Independence Day	04 July
Labor Day	first Monday in September
Columbus Day	12 October
Veteran's Day	11 November
Thanksgiving Day	last Thursday in November
Christmas Day	25 December

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

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

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

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

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Contract Administration Office, the Government will furnish the information, facilities, property, equipment, and services listed in Part 3 of the Performance Work Statement, for use in the performance of this task order.

IHD 77 ALT I – CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2008)

(a) In accordance with the clause of this contract entitled “Electronic Submission of Payments Requests and Receiving Reports” (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

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

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

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

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

Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders	
	Below Fields Are To Be Completed By The Buyer
Contract Number	N00178-04-D-4024
Delivery Order	FG09
CAGE Code/Ext.	17038
Pay DoDAAC	HQ0338
Issue date	DD1155, Block 3
IssueBy DoDAAC	N00174
Admin DoDAAC	S2404A
DCAA Auditor DoDAAC/Ext.	HAA47F
Service Approver/Ext.	S2404A

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

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

Technical Representative:

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

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

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

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6613 or daniel.twombly@navy.mil or Chris Ireson at 301-744-6550 or chris.ireson@navy.mil.

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

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

Task Order Manager

Accounting Data

SLINID	PR Number	Amount
4000	N0017409PR1089	705933.80
LLA :		
AA 9700100.1220 4362 00000 2523 9JAA97 012195 DJAC01007		
Standard Number: H91269-9274-1007-000		
REQUISITION # 92866465		
6000	N0017409PR1089	10000.00
LLA :		
AA 9700100.1220 4362 00000 2523 9JAA97 012195 DJAC01007		
Standard Number: H91269-9274-1007-000		
REQUISITION # 92866465		

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BASE Funding 715933.80
Cumulative Funding 715933.80

MOD 01

400101 N00174-10-PR-1708 502593.69
LLA :
AB 9710100.12204362 00000 2523 9JAA97012195 DJAC11022
Standard Number: H91269-0274-1022-001
Requisition #02986717

600101 N00174-10-PR-1708 10300.00
LLA :
AB 9710100.12204362 00000 2523 9JAA97012195 DJAC11022
Standard Number: H91269-0274-1022-001
Requisition #02986724

MOD 01 Funding 512893.69
Cumulative Funding 1228827.49

MOD 02

400102 N0017411PR0227 224126.00
LLA :
AC 9710100.1220 4362 00000 2523 9JAA97012195 DJAC11022
Standard Number: H91269-0274-1022-002
REQUISITION #03261931
FUNDS EXPIRATION 30SEP11

MOD 02 Funding 224126.00
Cumulative Funding 1452953.49

MOD 03

400102 N0017411PR1500 (201603.27)
LLA :
AC 9710100.1220 4362 00000 2523 9JAA97012195 DJAC11022
Standard Number: H91269-0274-1022-003
REQUISITION #03261931
FUNDS EXPIRATION 30SEP11

MOD 03 Funding -201603.27
Cumulative Funding 1251350.22

MOD 04 Funding 0.00
Cumulative Funding 1251350.22

MOD 05

400201 130023948200002 525102.00
LLA :
AD 9720100.1220 4362 00000 2523 9JAA97 012195 DJAC21026
Standard Number: H91269-1274-1026-001
PR# 1300239482

600201 130023948200002 10609.00
LLA :
AD 9720100.1220 4362 00000 2523 9JAA97 012195 DJAC21026
Standard Number: H91269-1274-1026-001
PR# 1300239482

MOD 05 Funding 535711.00
Cumulative Funding 1787061.22

MOD 06

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400202 1300303845 43887.00
LLA :
AE 97 12 0100.1120 00000 00000 3396 251A S49447 DSAM21116
Standard Number: MIPR DSAM21116
OSD funiding in support of NDU
Requisition #1300303845

MOD 06 Funding 43887.00
Cumulative Funding 1830948.22

MOD 07

400301 1300310193 577299.34
LLA :
AF 97130100.1220 4362 00000 2523 9JAA97 012195 DJAC13A026
Standard Number: H91269-2275-A026-000
Requisition #1300310193

600301 1300310193 10927.27
LLA :
AF 97130100.1220 4362 00000 2523 9JAA97 012195 DJAC13A026
Standard Number: H91269-2275-A026-000
Requisition# 1300310193

MOD 07 Funding 588226.61
Cumulative Funding 2419174.83

MOD 08

400302 1300316624 192815.53
LLA :
AG 9730100 1120 00000 3301 251A 96JU97 049447 DSAM 3 0161
Standard Number: MIPR DSAM3 0161
REQUISITION #1300316624

MOD 08 Funding 192815.53
Cumulative Funding 2611990.36

MOD 09 Funding 0.00
Cumulative Funding 2611990.36

MOD 10

400401 1300390269 280485.90
LLA :
AH 97140100.1220 4362 00000 251A 9JAA97 012195 DJAC14A008
Standard Number: H91269-3274-A008
PR# 20140930

600401 1300390269 11255.09
LLA :
AH 97140100.1220 4362 00000 251A 9JAA97 012195 DJAC14A008
Standard Number: H91269-3274-A008
PR# 1300390269

MOD 10 Funding 291740.99
Cumulative Funding 2903731.35

MOD 11

400402 130039026900002 291740.00
LLA :
AH 97140100.1220 4362 00000 251A 9JAA97 012195 DJAC14A008
Standard Number: H91269-3274-A008-002
PR# 1300390269
Funding in Support of Option Year IV Labor

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MOD 11 Funding 291740.00
Cumulative Funding 3195471.35

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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:

ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	CPFF	EST. POP
4001			525,116.42	11/01/2010 - 10/31/2011
4002			568,989.00	11/01/2011 - 10/31/2012
4004			572,225.90	11/01/2013 - 10/31/2014

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

(c) CLINs/SLINs 4000, 4003, 6000, 6001, 6002, 6003, 6004 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

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

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

1. **Information:** The Government will provide access to appropriate government regulations, instruction, policies, presentations, software, best practices, and lessons-learned documentation required for performance of each individual TI. All government furnished information and government furnished software shall be returned to the Government upon completion of the task order. The Government will provide access to information processing

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assets as specified to perform the individual TIs issued under the task order. The Government will provide accounts on unclassified and classified automated information systems as deemed necessary for each individual TI completion.

2. **Facilities:** The Government will furnish the necessary workspace, administrative equipment and support, communications equipment, and computer support for the contractor staff needed to provide the support outlined in each individual TI. This includes desk space, chair, cabinet space, telephones, computers, printers, FAX and copy machines, and other items necessary to maintain an office environment. The Government will provide access to non-secure and secure telephone systems, equipment and supplies necessary for production/reproduction of materials.

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

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated into the subject task order:

Reference 52.222-41 Service Contract Act of 1965 (Nov 2007)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 5 years.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --
- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with

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present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

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

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

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

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

(End of clause)

52.232-18 Availability of Funds (Apr 1984)

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

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

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

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

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment A - DD 254

Attachment B - Task Order Administration Plan

Attachment C - Quality Assurance Surveillance Plan