

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 05-Feb-2012	4. REQUISITION/PURCHASE REQ. NO. 1198-1048	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00174	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Booz Allen Hamilton 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-FG13
		10B. DATED (SEE ITEM 13) 31-Mar-2011
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)

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.
[]	
[X]	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). Joseph Loersch
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

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) Christine M Owens, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Christine M Owens (Signature of Contracting Officer)	16C. DATE SIGNED 05-Feb-2012
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to remove and replace the Contracting Officers Representative from Carolyn Guy to CDR Kenneth Anderson. A conformed copy of this Task Order is attached to this modification for informational purposes only.

All other terms and conditions remain unchanged. For questions regarding this modification see Joseph Loersch joseph.loersch@navy.mil.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED]
[REDACTED]
[REDACTED] order is hereby increased from \$ [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Year - Labor (OTHER)	1.0	LH			
4001	Option Year 1 - Labor (OTHER)	1.0	LH			
400101	Incremental Funding (OTHER)					
400102	Incremental Funding (OTHER)					
400103	Incremental Funding (OTHER)					
4002	Option Year 2 - Labor (OTHER) Option	1.0	LH			
4003	Option Year 3 - Labor (OTHER) Option	1.0	LH			
4004	Option Year 4 - Labor (OTHER) Option	1.0	LH			

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base Year - ODC's (OTHER)	1.0	LO	
6001	Option year 1 - ODC's (OTHER)	1.0	LO	
600101	Incremental funding (OTHER)			
600102	Incremental funding (OTHER)			
600103	Incremental funding (OTHER)			
6002	Option Year 2 - ODC's (OTHER) Option	1.0	LO	
6003	Option Year 3 - ODC's (OTHER)	1.0	LO	

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Option

6004 Option Year 4 - 1.0 LO \$ [REDACTED]
 ODC's (OTHER)
 Option

Contracting Officer's Representative (COR)

(a) The COR for this task order is:

Name: CDR Ken Anderson [@js.pentagon.mil](mailto:js.pentagon.mil)
 J8
 Telephone No.: 703-693-3248

(c) The COR 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 COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS) For Communications Development Requirements

PART 1

GENERAL INFORMATION

1.0 Description of Services

1.1 Background

The Chairman is tasked by DODD 4630.5, Interoperability and Supportability (I&S) of Information Technology (IT) and National Security Systems (NSS), paragraph 5.9.5, to “Maintain with the USD (AT&L), the ASD (NII)/DoD CIO, the DOT&E, and the Commander, USJFCOM, procedures for verification and certification of interoperability based on meeting the requirements of the NR-KPP, for both new and fielded IT and NSS, throughout a system’s life.” The Chairman is also tasked by DODD 8320.2, Data Sharing in a Net-Centric Department of Defense, paragraph 5.7.1, to “...ensure the policies herein are incorporated into the Joint Capabilities Integration and Development System and the procedures of the IT and National Security Systems’ (NSS) interoperability and supportability certification and test processes.” Net-Ready Key Performance Parameters (NR-Kops) are an essential component to I&S performance measurement; adequate coordination is an essential component to achieve Joint interoperability and both are important considerations during the support effort. Further, the Chairman provides guidance to the Capabilities Integration and Development System (JCIDS) Acquisition Category (ACAT) programs/ systems cited in reference CJCSI 3170.01 Series. To ensure interoperability, assessments of capability documents must be conducted to verify their compliance with the Net-Centric Data Strategy and with other aspects of the Net Ready Key Performance Parameter (NR-KPP). The Director for Command, Control, Communications, and Computer (C4) Systems (J6), The Joint Staff is the principal organization for providing C4 advice, policy, and doctrine for the Chairman of the Joint Chiefs of Staff (CJCS) and the U.S. military. The Joint Staff J6, in coordination with the Office of the Assistant Secretary of Defense for Networks and Information Integration (ASD NII) and the Defense Information Agency (DISA), also works to assist in the improvement of the efficiency and effectiveness of Department of Defense (DOD) C4 systems and networks, to include policy, doctrine, planning, systems engineering, training, and operations. The Joint Staff J6 supports DOD information superiority initiatives by:

- Providing the CJCS advice and recommendations on C4 matters
- Leading the Joint C4 Community
- Overseeing support for the National Military Command System
- Leading and identifying and resolving military aspects of information-based issues of national Importance

1.2 Purpose

The purpose of this requirement is to acquire Contractor Advisory and Assistance Services (CAAS) for support to the Joint Staff, J6 with the Communications Development Requirements.

1.3 Objective

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform analytical and subject matter expertise for War fighting Mission Area (WMA) Net-Centric Data Strategy I&S implementation activities, related operational assessments, NR-KPP Assessments, and support and linkage to the War fighting Mission Area IT Portfolio Management (PfM) effort as defined in this Performance Work Statement; except that which is Specified in Part 3 as Government Furnished Facilities, Property, and Equipment at the Joint Staff’s Pentagon spaces, contractor sites in the Washington, DC metropolitan area, and other locations. The contractor shall perform to the standards of 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.

This effort involves the performance of Interoperability and Supportability (I&S) assessments of capability documents and information support plans to ensure their compliance with CJCSI 6212.01 Series requirements and associated DOD policy, and assistance in preparation of appropriate checklists, reports or other input to the overall assessment. The effort consists of assistance in the development of guidance in support of the Net-

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Centric Data

Strategy for the War fighting Mission Area (WMA), and integrating it into supporting material, which may include Joint Requirements Oversight Council Memoranda (JROCMs), white papers, briefings, Chairman of the Joint Chiefs of Staff Instructions (CJCSIs), or other official documents. Background research shall support coordinating the prioritization, organization, governance, development, and funding of Communities of Interest (COIs). The contractor shall also provide assistance to the Joint Staff, J6 requirement to interface with the DOD Components on Net-Centric Data Strategy Implementation and COIs, and IT Portfolio Management. This includes support and preparation for, and after action items following, meetings and other gatherings; reviews, comment, and inputs; including requirements from OSD(NII)/DOD CIO, USJFCOM, and other Government, and non-Government entities. The contractor shall develop a report providing findings and recommendations, and may include appendices, documentation of methodology, sources, data collected, and results obtained, depending on the level of complexity. The contractor shall also provide coordination support required for I&S Certification and processing to meet requirements in CJCSI 6212.01D (and later versions), CJCSI 3170.01E (and later versions) and DODD 4630.5 (and later versions).

1.4 General Information

1.4.1 Period of Performance

The period of performance shall be for one (1) base period of 12 months. Four 12-month option periods may be exercised, at the discretion of the Government. The Period of Performance reads as follows:

Base Year: DOA + 12 months

Option Year I: End of Base Period plus 12 months

Option Year II: End of Option Year I plus 12 months

Option Year III: End of Option Year II plus 12 months

Option Year IV: End of Option Year III plus 12 months

1.4.2 Place of Performance

The primary place of performance for this effort is The Pentagon, Washington, DC.

1.4.3 Task Order Manager (TOM)

PRIMARY:

Ms. Rebecca Kirklighter

The Joint Staff

C4 Systems Directorate (J6PB)

The Pentagon, RM 2B865

Washington, DC 20318-6000

Office: (703) 571-9741

Fax: (703) 571-9750

Rebecca.Kirklighter@js.pentagon.mil

1.4.4 Primary and Alternate Point of Contact

ALTERNATE:

Col William Gerhard

The Joint Staff

C4 Systems Directorate (J65B)

Enterprise Services Division

The Pentagon, RM 1D1057

Washington, DC 20318-6000

Office: (703) 697-5206

William.Gerhard@js.pentagon.mil

1.4.5 Hours of Operation

The contractor is responsible for contract performance between the hours of 7am-4pm 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 Government does anticipate some travel associated with this task. The numbers of trips and numbers of

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personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the TOM. All travel shall be in accordance with FAR 31.205-46 Travel Costs and the Federal Joint Travel Regulations (JTR) and shall be pre-approved by the TOM prior to traveling.

Location/# Trips/# Persons/# Days

Represents the base year and what is anticipated for the option periods.

JFCOM/ 3 Trips/ 1 Person/ 1 Day

STRATCOM/ 1 Trip/ 1 Person/ 2 Days

NORTHCOM/ 1 Trip/ 1 Person/ 3 Days

PACOM/ 1 Trip/ 1 Person/ 3 Days

San Antonio, TX/ 3 Trips/ 4 Persons/ 5 Days

Omaha, NE/ 3 Trips/ 4 Persons/ 3 Days

San Diego, CA/ 6 Trips/ 4 Persons/ 3 Days

Qatar – Gulf/ 3 Trips/ 4 Persons/ 5 Days

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 Labor Day

Martin Luther King Jr. Day Columbus Day

President's Day Veteran's Day

Memorial Day Thanksgiving Day

Independence Day Christmas Day

1.4.8 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. In addition, all on-site contractor personnel assigned under this task order shall fill Sensitive Compartmented Information (SCI) billets. In addition, contractor personnel assigned to SCI billets may be required to read TOP SECRET/SCI-classified material and to document TOP SECRET/SCI-classified insights, issues, and recommendations following seminars, war games, and similar events. Contractor personnel may also be briefed into specialized security compartments.

The Government anticipates that all on-site contractor personnel assigned under this task order will be provided office space in an open-storage classified environment. Contractor personnel shall be required to follow all Government procedures associated with opening and closing those facilities. Each individual who works on this task order must have a signed non-disclosure statement on file in C4 Systems Directorate Program and Budget (J6-PB) before engaging in any such activity.

1.4.9.2 Facility Clearance

The contractor shall possess a Top Secret facility clearance as verified within the Industrial Security Database.

1.4.9.3 Physical Security

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

1.4.10 Periodic Progress Meetings

The contracting officer, Task Order Manager (TOM), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these progress meetings the contracting

officer will apprise 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

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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. Contractor personnel shall be issued and wear a Joint Staff Pentagon Badge throughout their normal work hours and shall be issued a Common Access Card (CAC) for access to Joint Staff networks.

1.4.12 Deliverables

All deliverables become the property of the United States Government. Unless otherwise stated, all deliverables will be submitted in both hardcopy and electronic media in Microsoft Word/PowerPoint/Excel/Access/Visio/Project format. All deliverables must be submitted to the TOM and the contract specialist in accordance with Technical Exhibit, "Performance Requirements Summary".

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 means 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.

Performance Objective – The service and/or activity required.

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

Performance Standard – Establishes the performance level 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 organizing how performance standards will be applied, 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 (QCP) – 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 – A specific piece of work to be completed within a certain time period.

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.

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PART 3
GOVERNMENT FURNISHED INFORMATION, FACILITIES, PROPERTY, AND EQUIPMENT

3.0 General

The Government (J6 Staff) will provide timely access to all necessary Government documents and/or Government material that have been identified as well as any items not identified, but subsequently required for contract performance.

3.1 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.

3.2 Property

The Government will provide as described in paragraph 3.0.

3.3 Equipment

The Government will provide as described in paragraph 3.0.

3.4 Utilities

All utilities in 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 DESCRIPTIONS

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 10 working 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 Quality

4.2.1 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 that details and describes the contractor's framework and processes for delivering quality products and services required by the tasks in this PWS. This quality control plan shall be provided to the Government within 10 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.

4.3 Technical Deliverables

4.3.1 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:

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- 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
- Proposed and expended cost incurred by CLIN and SubCLIN 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 to include travel proposed and travel expended
- Plans and recommendations for activities during the following reporting period
- Problems and shortfalls; identification of potential problems; and identification of 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

4.3.2 Individual Task Order Subcontracting Performance Report

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

4.3.3 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."

4.4 Technical

4.4.1 Task 1 - Strategy, Planning Guidance and Policy Support

The contractor shall provide technical and analytical expertise allowing the Joint Staff to develop Global Information Grid (GIG) and cyberspace strategy, planning guidance, policy, doctrine, implementation plans, and related courses of action, concepts of operations, standard operating procedures, and tactics, techniques and procedures. This task shall involve synchronizing development, configuration management support, interoperability, net-centric data strategy, operations and defense activities with defined and emerging objectives to secure cyberspace and to operate and defend the GIG. The contractor shall perform government directed research and analysis to develop and deliver actionable recommendations in government specified format. The contractor shall support the Joint Staff in meetings and perform the necessary coordination with National-level organizations, Offices of the Secretary of Defense (including USD (P), USD (I), and ASD (NII)), the Joint Staff, the Defense Information Systems Agency (DISA), US Strategic Command (USSTRATCOM) and all other Combatant Commands, Services, and Agencies as required in support of this task.

4.4.2 Task 2 - Requirements and Performance Analysis

The contractor shall analytical and provide subject matter expertise allowing the Joint Staff to collect, coordinate, implement, and execute requirements provided by the joint warfighting community. Requirements and performance analysis includes identifying and managing GIG requirements and ensuring warfighting applicability for secure and efficient GIG operations and defense. It also includes performing, coordinating, collecting and analyzing the execution of tasks defined in the National Military Strategy for Cyberspace Operations Implementation Plan. The contractor shall support the management and coordination of tasks; define and support operational requirements development; develop requirements gathering processes; and analyze task status and performance.

4.4.3 Task 3 - Systems Engineering and Enterprise Architecture Support

The contractor shall provide Systems Engineering and Enterprise Architecture support facilitating the

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development, management, operation and defense of the GIG and GIG 2.0 efforts, including but not limited to Joint Basing and DoD Data Standards and Strategy. Support includes analysis of existing GIG engineering and architecture products, and the planning, development, and synchronization of future GIG development efforts. Enterprise Architecture activities shall be in compliance with government standards (DOD Architecture Framework) and guiding principles (GIG 2.0 Operational Reference Architecture and Defense Information Enterprise Architecture) requirements.

4.4.4 Task 4 - Acquisition Support and Capability Analysis

The contractor shall support the Joint Staff's execution of acquisition responsibilities inherent to cyberspace operations and GIG development, operations and defense. This includes, but is not limited to, conducting research and analysis to develop specific and actionable recommendations for implementing Internet Protocol, Version 6 (IPv6), Unified Capabilities (converged networking), and capabilities for conducting computer network operations and information assurance. The contractor shall provide assessments of applicable capabilities to satisfy requirements for Command and Control (C2) and non-C2 users. The contractor shall ensure that the integration of requirements for GIG development and cyberspace operations are included in Future Joint Warfare guidance such as Joint Operating Concepts, Joint Functional Concepts, and the like. Additionally, the contractor shall support the development of related Joint Capabilities Integration Development System (JCIDS) documentation. The contractor shall support the Joint Staff in meetings and perform the necessary coordination with National-level organizations, Offices of the Secretary of Defense, the Joint Staff, DISA, and the Combatant Commands, Services, and Agencies as required in support of this task.

4.4.5 Task 5 - Exercise and Experimentation Support

The contractor shall provide subject matter expertise, analysis and recommendations to assist the Joint Staff in understanding and executing operations in cyberspace by participating in the design, development, implementation and execution of cyberspace experiments, exercises, tactical decision games, and war games to ensure the inclusion and appropriateness of information assurance, network operations (NetOps) and computer network operations objectives, goals, and activities.

4.4.6 Task 6 - Computer Network Operations and Information Assurance Support

The contractor shall provide computer network operations, NetOps, and information assurance expertise and planning support to integrate these activities into force management processes and operational plans and orders. In addition, the contractor shall assess cyber-incidents for operational impacts and make recommendations for resolution. The contractor shall support the Joint Staff in meetings and perform the necessary coordination with National-level organizations, Offices of the Secretary of Defense, the Joint Staff, DISA, and the Combatant Commands, Services, and Agencies as required in support of this task.

4.4.7 Task 7 - Network Situational Awareness Technical Solutions Support

The contractor shall participate in the development, implementation, and execution of GIG network management, configuration management, network defense, information assurance, and network visualization solutions. The contractor shall support workgroups, concept development, requirements analysis, and system/toolset fielding to ensure efficient and effective operations and defense of the GIG.

4.4.8 Task 8 - Knowledge Engineering, Knowledge Management and Prototype Development

The contractor shall provide technical expertise to research and facilitate the automation of Joint Staff information/business processes. The contractor shall provide reports on current and evolving techniques, technologies, security-related information capabilities, knowledge management and collaboration resources. This includes, but is not limited to, researching emerging technology such as Web 2.0, Service Oriented Architecture, and enterprise capabilities for messaging, content management and knowledge management. The contractor shall work with the government to develop, prioritize, prototype, and implement technical solutions to enable rapid and efficient decision-making.

4.4.9 Task 9 - Interoperability and Supportability Assessment Support

The contractor shall conduct GIG Interoperability and Supportability assessments of capabilities submitted for processing through JCIDS in accordance with applicable DOD and CJCS directives and instructions, including the CJCS Instruction 6212.01 series. Assessments shall determine compliance with applicable requirements and provide

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recommendations to the government for appropriate action. All issues shall be assembled into a database for review, collaboration and tracking utilizing an analysis tool as directed by the government. The contractor shall identify operational and derived requirements in the systems, mission, capability and functional areas and provide technical support for the review and assessment process, analysis methodology, and technical evolution of government directed analysis tools.

4.4.10 Task 10 - Conference Planning and Meeting Support

The contractor shall provide support for Joint Staff conferences and identified events. Efforts will 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 materials to accomplish the event, and registration. On-site coordination shall include attendee check-in, security problem resolution, document control, and coordination with host facility. Post-event efforts shall include developing and mailing of the conference proceedings and generation of a lessons learned report.

4.4.11 Task 11 - Outreach and Awareness Support

The contractor shall produce and disseminate Joint Staff products and services in support of strategic communications and outreach activities. Such products include, but are not limited to, current awareness materials, new technology announcements, and analysis reports. The contractor shall also support Joint Staff outreach by developing and conducting education, training, and awareness seminars for addressing GIG and cyberspace-related activities and efforts.

4.4.12 Task 12 - Studies and Conceptualization

The contractor shall conduct studies and provide white papers, problem statements, and support the development of new GIG and cyberspace operating concepts.

4.4.13 Task 13 - GIG Policy Support

The contractor shall provide technical and policy subject matter expertise (SME) support for implementing current and evolving Global Information Grid (GIG) strategies (currently GIG 2.0). The contractor shall perform government directed research and analysis to develop and deliver specific actionable recommendations, and supported policy and doctrine positions, in government specified format. The contractor shall provide policy assessments for capabilities deemed critical to providing seamless end-to-end management and integration of GIG enterprise for use by the Combatant Commands, Services, Agencies (CC/S/A), the National Intelligence community, and specified information sharing partners. The contractor shall provide directed support for training, collaborative planning, meetings, and liaison with ASD (NII), DISA, CC/S/As, and other Federal agencies in support of this task.

4.4.13.1 Task 14 – Internet Protocol (IP) Convergence Policy Support

The contractor shall provide technical and policy SME support for implementing and deploying Voice over IP (VoIP), Voice over Security IP (VoSIP), and everything over IP (EoIP) capabilities to OSD, Joint Staff and CC/S/A as well as other DoD mission partners. The contractor shall perform government directed research and analysis to develop specific and actionable recommendations, and supported policy and doctrine positions, in government specified format. The contractor shall provide policy assessment of capabilities that shall satisfy DoD requirements for C2 and non-C2 users. The contractor shall provide directed support for training, collaborative planning, meetings, and liaison with ASD (NII), DISA, CC/S/As, and other Federal agencies in support of this task.

4.4.13.2 Task 15 - GIG Requirements Documents

The contractor shall provide research and development support to the Joint Staff J6 GIG Requirements Development Process. This includes providing recommendations through research of all GIG enterprise capabilities. In addition, the contractor shall assist in writing joint requirements documents for validation by the JROC. The contractor shall perform necessary liaison with the Office of the Secretary of Defense (OSD) Staffs, ASD/NII, DISA, and COCOMs/Services/Agencies in support of this task.

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5.0 Applicable Documents

Net-Centric Operational Environment Joint Integrating (NCOE JIC)

Net-Centric Operational Environment Joint Capabilities (NCOE JCD)

Enterprise Services (ES) Core to the Edge Study

Network and Spectrum Management Functional Solution Analysis (NM/SM FSA)

Information Technology Functional Solution Analysis (IT FSA)

Global Information Grid Information Assurance Initial Capabilities Document (GIG IA ICD)

Global Information Grid (GIG) Mission Area Initial Capabilities Document (ICD)

NetOps – The operational framework consisting of three essential tasks, Situational Awareness (SA), and Command and Control (C2) that the Commander (CDR) of US Strategic Command (USSTRATCOM), in coordination with DoD and Global NetOps Community, employs to operate, manage and defend the GIG to ensure information superiority for the United States.

Concept of Operations (CONOPS)

5.2 Specific Regulation or Guidance

JSI 8130.02A, Joint Staff Unclassified Public Website (JCSLINK)

JSI 8130.02A, Joint Staff Information Technology (IT) Requirements Multi Access (MA)

CJCSI 6212.01D, Interoperability and Supportability of Information Technology and National Security Systems, dated 08 March 2006.

Department of Defense Net-Centric Data Strategy, dated 09 May 2003.

DOD Directive 83020.2, Data Sharing in a Net-Centric Department of Defense, dated 04 December 2004.

DOD 8320.02, Guidance for Implementing Net-Centric Data Sharing, 12 April 2006.

DODI 8410, NetOps for the Global Information Grid, 12 Dec 2008

CJCSI 8410.01, Warfighting Mission Area (WMA) Portfolio Management (PfM) and Communities of Interest (COI), dated 22 June 2007.

DODI 4630.8, Procedures for Interoperability and Supportability of Information Technology (IT) and National Security Systems (NSS), dated 30 June 2004.

TECHNICAL EXHIBIT 1 PERFORMANCE REQUIREMENTS SUMMARY

Task Paragraph	Task	Delivery Date	Performance Standard
4.1		Schedule	

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4.1.1	Schedule and conduct a contract kick-off meeting	DOA +10 days	One Time
4.1.2	Deliver and maintain an integrated project schedule using MS Project or similar; include resource loaded tasks, durations, dependencies & deliverables	30 Days after DOA	Monthly
4.2		Quality	
4.2.1	Prepare and provide a Quality Control Plan	10 Days after DOA	One Time
4.3		Technical Deliverables	
4.3.1	Monthly Progress Report	NLT 15th day of each month	Monthly
4.3.2	Individual Task Order Subcontracting Performance Report	30 days after the end of each reporting period and/or Task Order completion	Semi-Annually
4.4		Technical	
4.4.1- 4.4.13.2	Written task related analyses, recommendations and positions	5 days from assignment	Monthly
4.4.1- 4.4.13.2	Current Activity Report summary of task status on appropriate wiki and/or SharePoint pages	By COB, final business day of each week	Weekly
4.4.1-4.4.13.2	Meeting Reports and Summary of Issues and Actions	5 days from assignment	As required
4.4.1-4.4.13.2	Joint Staff Action Process Packages	As Required	As Required
4.4.1-4.4.13.2	Document Review and Comment Resolution Matrix Completion	10 days from assignment	As Required
4.4.1-4.4.13.2	Provide conference planning and meeting support	TBD after contract award	TBD after contract award
4.4.1-4.4.13.2	Coordinate with OSD, Joint Staff, Combatant Command, Service, Agency and partner organizations	As Required	As Required
4.4.1-4.4.13.2	Technical Reports, White	As Required	As Required

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	Papers, Program Briefings, Briefing Inputs, Technical Studies, Assessments, and Trade-Offs		
4.4.1	Develop management plan to enable the MCEB, appropriate subpanels, and other governance bodies to monitor progress of GIG 2.0 implementation	TBD after contract award	TBD after contract award
4.4.3	Provide updates to GIG 2.0 enterprise architecture products	TBD after contract award	TBD after contract award
4.4.4	Provide recommendations and analysis of IPv6/Unified Capability developments in the private and federal sector and the potential impacts to DoD/Joint Staff efforts	As Required	As Required
4.4.4	Provide non-material solution recommendations for implementing GIG 2.0	TBD after contract award	TBD after contract award
4.4.4	Develop template to enable material solution alignment with GIG 2.0 requirements	TBD after contract award	TBD after contract award
4.4.5	Participate in exercises, wargames, tactical decision games, and experiments	As Required	As Required
4.4.8	Provide awareness of and recommendations for applicable new and emerging government and industry techniques, technologies, and security-related activities and recommendations	15 days from assignment	Monthly
4.4.9	Provide analytic Interoperability and Supportability assessment review support for JCIDS and ISP documents via JCPATE or KM/DS as outlined in policy and procedures	As Required	Monthly
4.4.9	Support for the rewrite and updating of interoperability policy, instructions, and manuals	As Required	As Required
4.4.9	Support the refinement and rewrite of the NR KPP effort	As Required	As Required
4.4.9	Provide analytic support towards I&S Certification	As Required	As Required

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	process improvement		
4.4.9	Provide analytical support and update policy for transitioning from DODAF 1.5 to DODAF 2.0	As Required	As Required
4.4.11	Provide outreach and education to ensure understanding of J6 goals and objectives	As Required	As Required
4.4.13	Maintain, manage and deliver the GIG 2.0 Implementation Plan	TBD after contract award	TBD after contract award
4.4.13	Provide liaison support as assigned	TBD after contract award	TBD after contract award
4.4.13.1	Plan, coordinate and support quarterly Joint Staff IPv6 Tiger Team meetings (invites, minutes, manage DCO session)	Quarterly	Quarterly

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

See Basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000	3/31/2010 - 3/30/2011
4001	3/31/2011 - 3/30/2012
6000	3/31/2010 - 3/30/2011
6001	3/31/2011 - 3/30/2012

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

4002	3/31/2012 - 3/30/2013
4003	3/31/2013 - 3/30/2014
4004	3/31/2014 - 3/30/2015
6002	3/31/2012 - 3/30/2013
6003	3/31/2013 - 3/30/2014
6004	3/31/2014 - 3/30/2015

Services to be performed hereunder will be provided at:

Pentagon
8000 Joint Staff
Washington, DC 20318-8000

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER (TOM)

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

Name: CDR Kenneth Anderson

Address: J8

Pentagon

Washington DC 20318-8000

Phone: (703) 693-3248

Email: kenneth.anderson@js.pentagon.mil

(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.

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).

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[REDACTED]

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[REDACTED]

[REDACTED]

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[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

* 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.

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

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

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

(NOTE: ONLY IF APPLICABLE)

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 following for use in the performance of this task order:

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.

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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.

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.

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Christine Owens
Phone Number: (301)744-6556
Email: Christine.owens@navy.mil

Payments/Invoicing: WAWF

Task Order Manager: Carolyn Guy
Email: carolyn.guy@js.pentagon.mil
Phone Nubmer: (703) 614-7881

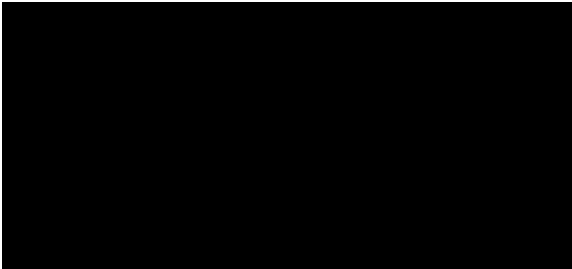
Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Renee Brown.

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

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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(S)	ALLOTTED TO COST	ALLOTTED TO FEE	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
4000			31 MAR 2010 – 30 MAR 2011
6000			31 MAR 2010 – 30 MAR 2011
4001			31 MAR 2011 – 01 OCT 2011
6001			31 MAR 2011 – 01 OCT 2011

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for 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 and 6000 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.

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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)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of 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.

52.204-2 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.

FAR 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.

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(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.

(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

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a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION WITH OFFER (DEC 2006)

(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if--

(1) The offer exceeds \$11.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds \$550,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of provision)

252.225-7004 REPORT OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA--SUBMISSION AFTER AWARD (MAY 2007)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Reporting requirement. The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that--

(1) Exceeds \$550,000 in value; and

(2) Could be performed inside the United States or Canada.

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(c) Submission of reports. The Contractor--

- (1) Shall submit a report as soon as practical after the information is known;
- (2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;
- (3) Need not resubmit information submitted with its offer, unless the information changes;
- (4) Shall submit all reports to the Contracting Officer; and
- (5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L)DPAP(CPIC), Washington, DC 20301-3060.

(d) Report format. The Contractor--

- (1) Shall submit reports using--
 - (i) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (ii) A computer-generated report that contains all information required by DD Form 2139; and
- (2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JAN 2009)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

- (1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--
 - (i) Contingency operations;
 - (ii) Humanitarian or peacekeeping operations; or
 - (iii) Other military operations or military exercises, when designated by the Combatant Commander.

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(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a letter of authorization issued by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

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(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

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(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802 (a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

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(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

- (i) Identify all personnel who are subject to military mobilization;
- (ii) Detail how the position would be filled if the individual were mobilized; and
- (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

- (i) Constitutes violation of the law of war; or
- (i) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

- (i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

- (ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

- (j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The (Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer) may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

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(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 2310.2, Personnel Recovery.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

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(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(a) Definition. United States, as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

- (1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;
- (2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;
- (3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and
- (4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

- (1) A foreign government;
- (2) A representative of a foreign government; or
- (3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from [Contracting Officer to insert applicable information cited in PGI 225.7403-1].

(End of clause)

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SECTION J LIST OF ATTACHMENTS

1. QASP Form