

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 30-Jan-2015	4. REQUISITION/PURCHASE REQ. NO. n/a	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE	S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Millenium Engineering and Integration (MEI) 2231 Crystal Drive, Suite 711 Arlington VA 22202	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4085-0005
	10B. DATED (SEE ITEM 13) 31-Aug-2011
CAGE CODE 1B5V4	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.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.245-1 Government Property

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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) Jennifer Joyce, Deputy Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christina S Good, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jennifer Joyce (Signature of person authorized to sign)	15C. DATE SIGNED 02-Feb-2015	16B. UNITED STATES OF AMERICA BY /s/Christina S Good (Signature of Contracting Officer)	16C. DATE SIGNED 03-Feb-2015

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to remove all Government Furnished Property (identified in Attachment J.4) from this task order. 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 \$4,902,098.00 by \$0.00 to \$4,902,098.00.

The total value of the order is hereby increased from \$4,976,299.00 by \$0.00 to \$4,976,299.00.

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

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 1 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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	B541	Base Period, Technical and analytical expertise in support of the Missile Defense Communication & Operations Node (MIDCON) IAW Section C, PWS. ***FEE FINALIZED IN MOD 21 (Fund Type - TBD)					\$1,525,908.00
400001	B541	AWARD, ACRN AA (RDDA)					
400002	B541	MOD 01, ACRN AB (RDDA)					
400003	B541	MOD 01, ACRN AB (RDDA)					
400004	B541	MOD 01, ACRN AB (RDDA)					
400005	B541	MOD 02, ACRN AB (RDDA)					
400006	B541	MOD 03, ACRN AC (RDDA)					
400007	B541	MOD 05, ACRN AD MOD 10, ACRN AD (-\$16,000) (RDDA)					
400008	B541	MOD 06, ACRN AE (RDDA)					
400009	B541	MOD 07, ACRN AF (RDDA)					
4100	B541	Option Period 1, Technical and analytical expertise in support of the Missile Defense Communication & Operations Node (MIDCON) IAW Section C, PWS. ***FEE FINALIZED IN MOD 21. (Fund Type - TBD)					\$1,887,511.00
410001	B541	MOD 08, ACRN AG \$140,000 (RDDA)					
410002	B541	MOD 09, ACRN AH \$215,925 (RDDA)					
410003	B541	MOD 09, ACRN AJ \$302,758 (RDDA)					
410004	B541	MOD 11, ACRN AH \$122,000 (RDDA)					
410005	B541	MOD 12, ACRN AK \$15,640 (RDDA)					
410006	B541	Mod 13, ACRN AL \$460,134 (RDDA)					
410007	B541	Mod 14, ACRN AL \$229,898 (RDDA)					
410008	B541	Mod 15, ACRN AM \$151,069 (RDT&E)					
410009	B541	Mod 16, ACRN AN \$115,087 (RDT&E)					
410010	B541	Mod 17, ACRN AP \$76,000 (RDT&E)					
410011	B541	Mod 17, ACRN AQ \$45,500 (RDT&E)					

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 2 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410012	B541	Mod 17, ACRN AR \$13,500 (RDT&E)					
4200	B541	Option Period 2, Technical and analytical expertise in support of the Missile Defense Communication & Operations Node (MIDCON) IAW Section C, PWS. (Fund Type - TBD)					\$1,046,937.00
420001	B541	MOD 18 - ACRN AS - \$10,000.00 (RDT&E)					
420002	B541	MOD 18 - ACRN AT - \$80,000.00 (RDT&E)					
420003	B541	MOD 18 - ACRN AU - \$160,000.00 (RDT&E)					
420004	B541	MOD 18 - ACRN AV - \$657,090.00 (RDT&E)					
420005	B541	MOD 19 - ACRN AW - \$23,500.00 (RDT&E)					
420006	B541	MOD 20 - ACRN AX - \$15,000.00 (RDT&E)					
420007	B541	MOD 21 - ACRN AZ - \$101347 (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	B541	Base Period ODCs (Fund Type - TBD)	1.0	LO	\$171,981.00
600001	B541	AWARD, ACRN AA (RDDA)			
600002	B541	MOD 01, ACRN AB (RDDA)			
600003	B541	MOD 01, ACRN AB (RDDA)			
600004	B541	MOD 01, ACRN AB (RDDA)			
600005	B541	MOD 02, ACRN AB (RDDA)			
600006	B541	MOD 03, ACRN AC (RDDA)			
600007	B541	MOD 05, ACRN AD (RDDA)			
600008	B541	MOD 06, ACRN AE (RDDA)			
600009	B541	MOD 07, ACRN AF (RDDA)			
6100	B541	Option Period 1 ODCs (Fund Type - TBD)	1.0	LO	\$171,981.00
610001	B541	MOD 08, ACRN AG \$40,000 (RDDA)			
610002	B541	MOD 09, ACRN AH \$15,000 (RDDA)			
610003	B541	MOD 09, ACRN AJ \$35,000 (RDDA)			

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 3 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
610004	B541	MOD 13, ACRN AL \$60,000 (RDDA)			
610005	B541	MOD 15, ACRN AM \$4,000 (RDT&E)			
610006	B541	MOD 17, ACRN AR \$15,000 (RDT&E)			
6200	B541	Option Period 2 ODCs (Fund Type - TBD)	1.0	LO	\$171,981.00
620001	B541	MOD 18 - ACRN AT - \$1,500.00 (RDT&E)			
620002	B541	MOD 18 - ACRN AU - \$2,500.00 (RDT&E)			
620003	B541	MOD 18 - ACRN AV - \$33,342.00 (RDT&E)			
620004	B541	MOD 19 - ACRN AW - \$55,000.00 (RDT&E)			
620005	B541	MOD 21 - ACRN AY - \$9,800.00 (RDDA)			

B.1 TYPE OF ORDER

This is a term (Level of Effort) order.

Items in the 4xxx series are cost plus fixed fee type.
Items in the 6xxx series are cost only, excluding fee.

B.2 ADDITIONAL CLINS

Additional CLINs/SLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost or fee of the Task Order.

B.3 FEE RATE

	Fixed Fee \$ Amount	Number of Man-hours	Rate (Fee per man-hour)
Base			
Option 1			
Option 2			

B.4 FINALIZED FIXED FEE

If the total level of effort for each period specified in Section H, 5252.216-9122 LEVEL OF EFFORT - ALTERNATE 1 (MAY 2010) is not provided by the Contractor during the period of this order, the Contracting Officer, at its sole discretion, shall finalize fee based on the percent of hours provided in relation to the fixed fee. For example, if 90% of the hours were provided, the contractor is entitled to 90% of the fixed fee.

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

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT -ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 4 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

"FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 5 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Technical and Analytical Support Requirements

1.0 Scope

Missile Defense Communication & Operations Node (MIDCON) is a Multi Layered Algorithmic based Communication and Data Fusion System utilized by the Aegis Ballistic Missile Defense (ABMD) Flight Test Community to enable many sensors requiring precision cues to track objects of interest. MIDCON receives multi-site instrumentation data from Radar, Telemetry and Metric platforms and utilizes that data to generate real-time Multi-Object, Multi-Sensor, Covariance Weighted Fused State Vector Instrumentation Pointing Cues.

MIDCON is designed to provide accurate and consistent instrumentation pointing on multiple objects of interest during real-time missile operations.

The scope of this effort includes supporting mission planning, systems engineering, software development, Communications Security (COMSEC) equipment maintenance, hardware integration, Satellite Communications (SATCOM) operations, and Link-16 testing in support of live-fire mission test events including support to space based, airborne, sea based and land based platforms including High Altitude Observatory (HALO) I/II, Wide-Body Airborne Sensor Platform (WASP), Pacific Collector, Worthy, Observation Island (OBIS), Maui Space Surveillance System (MSSS) and others.

2.0 MIDCON Support Tasks

2.1 MIDCON Mission Planning

a. The Contractor shall be prepared to lead and develop MIDCON pre-mission analyses and planning activities on the day of contract award. This includes developing MIDCON pre-mission predictions, objectives, test architectures, test interfaces, test software/hardware configuration, deployment schedules, and other pertinent information (CDRL A007).

b. The Contractor shall present MIDCON analyses at major mission planning meetings including Test and Evaluation Working Groups (TEWGs), Instrumentation Working Groups (IWGs), Scenario Certification, Mission Control Panels (MCPs), and Mission Readiness Reviews (MRRs) (CDRL A007).

c. The Contractor shall develop and define MIDCON facility requirements, COMSEC requirements, ATCOM requirements, launch operations requirements, range interface requirements, message format requirements, and other mission specific requirements (CDRL A007).

d. The Contractor shall develop all major MIDCON mission planning documentation for MIDCON including Test Plans, Test Procedures, Mission Support Plans, Integrated Test Schedules, Interface and Message Format Documents, Operation Requirements (OR) inputs, Data Analysis Plan (DMAP) inputs, and other documents (CDRL A007).

e. The Contractor shall provide other mission planning functions including: provide test coordination and scheduling, integration, contractor coordination, auxiliary participant test coordination, test status reporting, and configuration management; provide documentation to support both fixed station and remote MIDCON operations (CDRL A007).

2.2 MIDCON Test Execution and Operations

a. The Contractor shall lead, define, and execute all MIDCON pre-mission operations and live-fire operations including point-to-point and end-to-end testing with major test assets including,

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 6 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

but not limited to, the HALO aircraft, the WASP aircraft, the MSSS, the AEGIS End-to-End Development Demonstration Systems (ETEDDS), and the Space Warfare (SPAWAR) Ballistic Missile Defense System (BMDS) Test bed San Diego (BTS) laboratory and other systems as directed by the United States Navy (USN), Missile Defense Agency (MDA) or other test coordinating services or agencies.

b. The Contractor shall maintain configuration control and update MIDCON customized message transmission formats including the In-Flight Target Update (IFTU) Message and the Intelligent Communication Router (ICR) format.

c. The Contractor shall provide qualified MIDCON Engagement Coordination Systems (ECS) software engineers, MIDCON Data Fusion (DFT) software engineers, MIDCON communication engineers, MIDCON Test Directors, and MIDCON Test Support Team on the day of contract award.

d. The Contractor shall fabricate, install, configure, and operate all MIDCON hardware, software, COMSEC equipment, and other test support assets to perform real-time missions operations.

e. The Contractor shall maintain an active Cage Code, Facilities Security Standards and COMSEC account and adhere to all mandatory National Industrial Security Program Operations Manual (NISPOM), Defense Security Service (DSS) and National Security Agency (NSA) policies and procedures.

f. The Contractor shall generate and maintain Memorandums of Agreements (MOA) with all external communications nodes that receive or transmit classified information to/from MIDCON within 30 days of contract award.

g. The Contractor shall deploy and work on-site during testing at major test ranges including the Pacific Missile Range Facility (PMRF), Vandenberg Air Force Base (VAFB), Kodiak Launch Complex (KLC), Wallops Flight Facility and others as directed by the MDA.

h. The Contractor shall support specified live launches, demonstrations, and exercises exercising the ability to receive and process real-time ballistic missile tracking data from multiple sensor platforms and receiving stations, including space based sensors, sea-based sensors, ground based sensors, and airborne sensors including, but not limited to: PMRF range sensors, VAFB and Western Test Range (WTR) radars, KLC sensors, Ronald Reagan Test Site radars (ALCOR, ALTAIR, TRADEX, MMW), missile GPS telemetry, missile inertial measurement unit (IMU) telemetry, decommutated missile telemetry, airborne sensor data, as well as operational sensor data including DSP, Early Warning Radar (EWR), AEGIS SPY-1, AN/TPY-2, and other operational systems as required.

i. The Contractor shall be able to process range telemetry, radar and optical metric data in the below formats and others as required:

- i. Ronald Reagan Test Site (RTS) Data stream #10 and #7
- ii. KLC Telemetry
- iii. PMRF message formats on the internal network (I-NET), including PMRF message 25 and message 26.
- iv. VAFB SODIM 195
- v. In Flight Target Update (IFTU) format
- vi. Inter-Range Vector (IRV) format

j. The Contractor shall accomplish covariance-weighted fusion of data in real-time on multiple

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 7 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

object target complexes to provide consistently accurate threat trajectory flight path calculations and shall transmit fused data cues in MIDCON specific IFTU message format to the HALO I/II and WASP aircraft and other sensors requiring a precision cue for object of interest acquisition and tracking.

k. The Contractor shall also transmit the real-time fused and unfused radar data to other nodes, including AEGIS computer/hardware-in-the-loop facilities located throughout the United States.

l. The Contractor shall maintain, operate, and configure DAMA SATCOM radios and be able to transmit via SATCOM and other COMSEC mediums fused, raw, and filtered target state vector data to multiple simultaneous end-users including WASP, and HALO I and HALO II.

m. The Contractor shall process Joint Tactical Data Information Distribution System (JTIDS) J-series messages including the J3.6 space track message with and without full co-variance. The Contractor shall be able to generate J7.1 Data Update Requests on-demand and at variable time steps and shall be able to determine if the AEGIS ships and other Tactical Digital Information Link (TADIL) elements respond with full, partial, or no covariance.

n. The Contractor shall provide launch operations and other engineering services for MIDCON to support pre-mission functions (including Concept Development; Planning; Software and Systems Engineering; and Hardware, Communications); the mission (Operations); and post-mission functions (including analysis and reporting).

o. The Contractor shall pack and ship mission equipment and supporting material to launch facilities as required by event schedules to enable on-time execution of mission operations. All materials being shipped shall be monitored and tracked from shipment date to delivery.

p. The Contractor shall possess the ability to receive, process, and display telemetry and other positional and situational awareness data on in-flight missile systems, including separate objects within the missile complex.

2.3 MIDCON Data Analysis and Reporting

a. MIDCON reporting requirements shall include: Attend and provide MIDCON reports for Hot Wash Reviews, Quick Look Reviews, Mission Data Reviews, and other post-mission meetings, and technical interchange meetings. The Contractor shall prepare and present Post-Mission Reports including the Quick Look Report (CRDL A004), Initial Post-Mission Report (CDRL A005), and Final Mission Operations and Data Analysis Report (CDRL A006).

b. The Contractor shall prepare and present MIDCON LINK-16 test results to the Navy Data Analysis Group (DAG) or equivalent group, to include information on LINK-16 data latency and message counts (CDRL A006). The Contractor shall support the missile range(s) in anomaly resolution and radar performance assessments.

c. The Contractor shall prepare and present sensor performance analysis to MDA supported missions, to include the Joint Analysis Team (JAT), Combined Analysis Data Review (CADR), Auxiliary Sensor Reviews (ASR) or equivalent groups (CDRL A006).

d. MIDCON analysis services requirement shall include, but is not limited to providing analysis of: MIDCON software and system performance, algorithm performance, integrated system performance, and post mission data transmission/reception performance (CDRL A006).

2.4 MIDCON Software and Hardware Maintenance/Upgrades

a. The Contractor shall perform all software development, maintenance, and upgrades to the MIDCON mission operations software.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 8 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

b. The Contractor shall maintain, develop, and upgrade MIDCON data fusion algorithms, sensor interface nodes, sensor tracking algorithms, mission visualization software, and other needed software.

c. MIDCON software shall run on a PC based Linux operating system.

d. The Contractor shall maintain, modify and upgrade all mission related hardware.

e. The Contractor shall provide MIDCON specific algorithm development and implementation, physics and mathematical analysis, and system modeling.

f. The Contractor shall maintain and upgrade existing custom MIDCON software interfaces that receive real-time orbital, ground based, ship-based, airborne infrared (IR), telemetry and radar sensor data.

2.5 MIDCON Communications and Facilities Engineering

a. The Contractor shall perform the required design, fabrication, integration, test, and operation of secure UHF DAMA SATCOM systems at multiple fixed station and tactical locations while maintaining and adhering to necessary frequency management criteria.

b. The Contractor shall make necessary changes, modifications and/or upgrades to mission unique equipment (such as cryptographic devices, emulators and secure analog encryption units along with associated networking and distributed data display units).

c. The Contractor shall maintain and control a traditional COMSEC account for the ordering, acquisition, operation, reporting, and safeguarding of Air Force, Navy, Army, and Marine Corps compatible COMSEC material.

d. The Contractor shall coordinate with appropriate Controlling Authorities and applicable DoD agencies for operational security, access control, and accountability.

3.0 Plan of Actions and Milestone (POA&M) Requirements

The contractor shall develop a POA&M for each work element. The signed POA&M shall be provided electronically to the Contract Specialist, the COR/ACOR, and the appropriate Government Technical Assistant (TA) or Lead (TA) within forty-five (45) calendar days after issuance of the order. Thereafter, plans shall be updated bi-annually or as needed. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M. (CDRL A008)

a. Date POA&M prepared/revised

b. Work Element (number and title)

c. Revision number if applicable

d. Contract and Order Number

e. POA&M Period of performance

f. Contractor Interfaces/Points Of Contact (technical area)

g. Government Interfaces/POC

h. Estimated labor hours and total cost (including fee)

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 9 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

i. Work summary - to include tasking for the year

j. Subcontractors identified by name

k. Travel

l. Data items to be delivered

4.0 In-Process Reviews (IPR)

The contractor shall conduct an In-Process Review (IPR) with the Technical Assistant (TA) and other Naval Surface Warfare Center Dahlgren Division (NSWCDD) personnel designated by the Contracting Officer Representative (COR) every 6 months or as requested. This review shall be documented in a report, which shall include, but is not limited to, the following (CDRL A003):

a. Current and cumulative expenditures in both hours and dollars. Labor hours shall be presented by labor category. Personnel charging to the task shall be identified. An analysis shall be presented which compares proposed and actual amounts. Significant variances shall be explained.

b. Travel performed, including identification of element, number of days, purpose of travel, dates of travel, destination, names of travelers, and summary of results of trip.

4.1 Performance review:

a. Action Item status.
b. CDRL item status to include a listing of items delivered.
c. IPR minutes.
d. Accomplishments.
e. Problems.
f. Schedule.

5.0 Deliverables

Shall be delivered in accordance with Exhibit A, CDRLs.

6.0 Progress Reporting Requirements

6.1 Monthly Status Report (CDRL A001)

6.1.1 The contractor shall submit a Monthly Progress Report by the 10th working day of the month following the month being reported on. The cutoff date of the report shall be the same as that used for invoicing purposes by the prime contractor. Any and all subcontractor, consultant, vendor data shall be current through the "as of" date of the report. The report shall be unclassified and reflect no proprietary markings; narrative information shall be in Microsoft Word. E-mail submission is encouraged. The specific format shall be pre-approved by the COR and the Contract Specialist.

6.1.2 This Task Order may be funded from a variety of sponsors. It will be necessary, therefore, for the Monthly Progress Report to separately report on work accomplished for each project area both in terms of technical accomplishments and expenditure data. The level of detail identified below will be required for each project area/task/technical instruction.

6.1.3 Each line of funding obligated against this Task Order will have a unique subCLIN, or SLIN. These SLINs are automatically established by SeaPort-e. This can result in a situation where the

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 10 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

same line of accounting, or ACRN, could be obligated under multiple SLINs. Invoicing is accomplished at the SLIN level within Wide Area Workflow.

6.1.4 The Monthly Progress Report shall be distributed to the COR, the A-COR, and the Contract Specialist in its entirety. Individual project/task leads shall be provided that section of the report that applies to their respective projects. Other distribution may be mutually agreed to. The following information shall be provided as a minimum in the Monthly Progress Report:

6.1.5 Summary Information: The contractor shall include a summary of all funded tasks/projects /Technical Instructions (TIs) under the Task Order.

6.1.5.1 This summary shall be organized by Task Order period (Base, Option 1, etc.) and shall include the following data: Project name, TI number (if applicable), funded amount, expenditures to date, and funding balance. It is expected that as data for completed CLINs are revised due to indirect rate adjustments or other reasons, de-obligations of excess amounts, etc., information in this summary section shall be revised accordingly.

6.1.5.2 For both current and completed CLINs, provide tables that show ceiling hours, funded hours, and both current and cumulative hours (separately identify regular hours from UT/TTA hours) charged to the Task Order by Task Order labor category. Provide subtotals for key and non-key categories.

6.1.5.3 Invoice Information.

Direct Labor – Provide current and cumulative expenditures (both labor hours and dollars) invoiced by Cost Center where charges originated. Identify the Cost Center. Show totals for both current and cumulative invoiced amounts.

Indirects – List each indirect rate being invoiced, showing applicable Cost Center as well as current and cumulative dollar amounts by Cost Center. Also show total indirect costs, both current and cumulative. Compare rates being invoiced to the rates proposed for the task order period.

Subcontracts/Consultants – Provide copies of invoices received from subcontractors and consultants as well as evidence of your review to ensure that all invoiced costs represent services that have been performed and deliverable items.

Fixed Fee – Show each fee rate applied, together with current and cumulative dollar amounts. Show the base to which each fee rate was applied.

Other Direct Costs – List category of expense (airfare, per diem, supplies, etc.) and show both current and cumulative expenditures for each category. Be prepared to provide copy of receipt documentation to the COR or Contract Specialist if requested.

Total expenditures per the Monthly Progress Report shall be compared to those invoiced for the same period and differences explained. It is understood that subcontractor/consultant expenditures reported in the Monthly Progress Report will frequently be greater than the amounts invoiced.

6.1.5.4 Following this summary expenditure information, the report shall identify the CLIN currently being performed and its period of performance. List current CLIN Task Order modifications by number, to include date issued and description. List TIs issued or funded projects/work areas by number (where applicable), date issued and description. Show amount funded, total expenditures, funding balance, and total invoiced to date.

6.1.6 Information to be provided by task/project/TI: The data described below shall be provided for each project/work area/technical instruction. It is desired that there be a separate section or module for each.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 11 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.1.6.1 Discuss efforts performed during the reporting period. Where work is performed by a subcontractor, specifically also address the value-added tasks performed by the prime contractor.

6.1.6.2 Identify any problems encountered (technical/schedule/cost) and resolutions. Specifically note if there are any unresolved problems/issues at the end of the reporting period.

6.1.6.3 Specifically state whether the task is on schedule, ahead of schedule, or behind schedule. If behind schedule, discuss what steps are being or will be taken to complete all requirements on time if possible, or provide a proposed revised schedule based on best current estimates. Note that any revisions to the delivery schedule could require advance Government approval by modification to the TI/tasking document.

6.1.6.4 Provide the status of all assigned deliverables. Include title, CDRL number, due date, date delivered, Contractor point of contact and description or title of deliverable(s). The final report for each contract period shall include a cumulative list of all deliverable items provided. Detail shall be the same as that provided in individual monthly reports.

6.1.7 Financial and other information: It is a material requirement of this Task Order that expenditure information be current thru the "as of" date of the report for all performers (prime contractor, subcontractor, consultant, vendor). It is understood that this data may reflect higher expenditures than what has been invoiced. For example, a report for the period ending 31 Oct 2007 is expected to reflect all subcontractor expenditures in terms of hours and dollars thru 31 Oct 2007 whether or not these amounts have been invoiced to the prime contractor.

6.1.7.1 Individual project/task/TI sections or modules are required only for work being performed during the current period or CLIN.

6.1.7.2 Provide current and cumulative expenditures of both hours and dollars. Separately show expenditures by CLIN (labor and ODC). Show the amount funded and compute a funding balance.

6.1.7.3 Provide line graphs showing cumulative expenditures of both hours and dollars. These graphs shall show planned cumulative expenditures as well as cumulative funded level(s). It's understood that planned values may not be linear and will require revision as projections change. Provide numerical values for all points graphed. Dollar expenditures may be rounded to the nearest dollar; quantities of labor hours may be rounded to the nearest hour.

6.1.7.4 Provide the names of all personnel charging. Organize these data by Task Order labor category and show both current and cumulative hours charged for each individual. Separately show uncompensated hours/TTA hours worked (if applicable). Task Order labor categories shall be identified as to whether they are key or non-key categories. Subtotals shall be provided for key and non-key categories as well as total current and cumulative hours. These data shall include subcontractor/ consultant hours in appropriate labor categories.

6.1.7.5 Identification of all items charged against the task/project/TI. Include description of item, quantity, purpose, vendor, unit price, extended price and disposition.

6.1.7.6 Travel Performed. Identify all travel direct-charged during the period, showing the following for each: Destination, purpose of trip, number of travelers, length of trip, and estimated cost of the trip. It is understood that these costs are estimates only and that actuals would be available only after all travel claims have been paid.

6.2 Table of Approved Personnel

6.2.1 The contractor shall submit a monthly report showing all personnel who have been approved to charge to this Task Order. This report is due concurrent with submission of the first Monthly Progress Report, 10 days after the end of the month being reported on.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 12 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6.2.2 This report shall be submitted in table format that shall show the following: Task Order labor category, individual's name, employer, location (if Government working space is provided), date resume submitted, date resume approved, and date removed. If a resume is submitted as a replacement for a Key Person approved at time of award, the name of the individual being replaced shall also be provided. The specific format will be addressed at the Task Order Kick-Off meeting.

6.3 Status Reports weekly in the form of a bulletized "Weekly Highlight Report" due via email to NSWC - Dahlgren Q32 a maximum of 2 working days following weekly (M-F) performance (CDRL A002).

6.4 In-Process Reviews (IPR) twice annually or as requested (CDRL A003).

6.5 Quick Look Reports describing test objectives, test architectures, message counts with latency, screen captures (if unclassified), and upon request preliminary analysis of any anomalies (CDRL A004).

6.6 Initial Post Mission Report detailing key data collected / observed and initial indications of MIDCON performance against objectives, mission highlights, initial test objectives and performance against these objectives (CDRL A005).

6.7 Final Mission Operations and Data Analysis Reports describing test objectives, test architectures, message counts, contributing sensor performance residuals, screen captures (if unclassified), and data fusion and other pertinent performance results (CDRL A006).

6.8 Technical papers (drafts and final), issue papers, white papers, meeting agendas, and presentation materials of a quality and content suitable for delivery to the Program Office and Program Executive Office (CDRL A004, A005, A006). The contractor shall provide findings and recommendations at no higher than the SECRET level of classification. An unclassified version will be provided to facilitate release of the findings and recommendations.

6.9 Pre-Mission Reports describing MIDCON pre-mission analyses and planning activities. This includes developing MIDCON pre-mission predictions, objectives, test architectures, test interfaces, test Software/hardware configuration, deployment schedules, and other pertinent information. (delivered 20 days prior to current Best Estimate Test Date (BETD) -- measured with criteria in section 2.1 of the QASP (CDRL A007).

7.0 Travel

Annual travel to the following destinations are anticipated:

- Wallops Island, VA
- Kauai, HI
- Pearl Harbor, HI
- Tucson, AZ
- Huntsville, AL
- Arlington, VA
- Dahlgren, VA
- San Diego, CA
- Washington DC
- Vandenberg AFB, CA
- Columbia, MD
- Other locations, as required

All travel must be approved by the COR prior to commencing travel.

8.0 Security

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 13 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment J.1) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

9.0 Skills and Training

The contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFAR 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION.

10.0 NON-DISCLOSURE AGREEMENTS (NDAs)

NDAs may be utilized to allow for access to company sensitive/proprietary data. For tasks requiring NDAs the contractor shall obtain appropriate agreements for all of their employees that are associated with the task requiring such an agreement.

Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific tasking. The COR will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that is considered business or program sensitive and returned to the COR for endorsement and retention. Copies of all executed NDAs shall be provided to the COR.

11.0 CONTRACTOR EXPENSE REPORTING SYSTEM (CERS)

Contractors supporting the Warfare Systems Program Office (WSPO) Code W05 shall use CERS to record funding expenditures. CERS is a browser based web application with the Integrated Budget, Planning and Execution System (IBPES) tool used by W05 for Funds Management, Procurement Allocations, Budgeting, and Out Year Planning. W05 requires expenses, consisting of labor and "Other" (i.e. travel, sub-contracts, and any other direct expenses) by invoice, in addition to an estimate of funded work performed to be reported each month. The contractor shall report all invoiced contract execution by requisition (SLIN) in the Requisition Tab for the previous month. The estimated funded work performed by WBS/TPS shall be reported in the WBS Tab to capture estimated costs to date. All reporting is due to be submitted by the 20th of each month.

W05 required data shall be captured in the "Labor" and "Other" fields of CERS. W05 does not require inputs to the "Hours" or "Travel". The "Labor" fields capture the labor expenses and the "Other" field shall capture the "ODC" expenses for SeaPort-e and Travel and other indirect expenses for the non-SeaPort-e Task Orders.

Contractors shall coordinate all requests for CERS training with the Contracting Officer's Representative (COR) for the Task Order. The COR shall provide the Contractor with the WSPO CERS Procedural Document that provides instructions on how to utilize and gain access to CERS and coordinate direct requests for training with W05.

Incremental funding modifications will notify the contractor when W05 funding is used.

12.0 NON-PERSONAL SERVICES/ INHERENTLY GOVERNMENTALFUNCTIONS

(a) The Government will neither supervise contractor employees nor control the method by which

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 14 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception that personal services are being provided. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately.

(b) Inherently-Governmental functions are not within the scope of this Task Order. Decisions relative to programs supported by the contractor shall be the sole responsibility of the Government. The contractor may be required to attend technical meetings for the Government; however, they are not, under any circumstances, authorized to represent the Government or give the appearance that they are doing so.

13.0 CONTROL OF CONTRACTOR PERSONNEL

The contractor shall comply with the requirements of NAVSEA and NSWCCD instructions regarding performance in Government facilities. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of contractor personnel shall be at the discretion of the contractor. However, when the Government directs, the contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J.

14.0 DIGITAL DELIVERY OF DATA

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

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

15.0 IDENTIFICATION BADGES

The contractor shall be required to obtain identification badges from the Government for all contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The contractor shall be responsible for ensuring that all identification badges issued to contractor employees are returned to the appropriate Security Office within 48 hours following completion of the Task Order, relocation or termination of an employee, and upon request by the Contracting Officer.

16.0 USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 15 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name used for access shall conform to the NMCI login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

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

Connections Between NSWCDD and Contractor Facilities

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

17.0 SUBCONTRACTORS/CONSULTANTS

In addition to the information required by FAR 52.244-2 Alternate 1 of the contractor's SeaPort-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

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

(2) Impact on subcontracting goals, and

(3) Impact on providing support at the contracted value

18.0 SHIPBOARD PROTOCOL

18.1 This task order will involve working onboard U.S. and/or foreign naval ships or vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.); personnel performing onboard U.S. Navy ships must have at least a SECRET security clearance; if not led by a Government representative, the Contractor is responsible for briefing the ship/command upon arrival; and, the Contractor is responsible for debriefing the ship/command upon departure to include the operational status of the equipment.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 16 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

18.2 The Contractor shall ensure that its personnel adhere to these requirements when performing shipboard.

Compliance shall be reported in the trip report, CDRL Requirement A001.

18.2.1 All personnel working shipboard shall possess at least a SECRET security clearance.

18.2.2 All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the Contractor to determine the proper rules, regulations, actions, policy, and procedures.

18.2.2.1 Alarms – actual or drill

18.2.2.2 Safety – hardhats, tag-outs, safety shoes, goggles, etc. as applicable

18.2.2.3 HAZMAT – bringing hazardous materials aboard, using hazardous materials, etc.

18.2.3 The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

18.2.4 The designated team lead shall, upon departure, debrief the Commanding Officer or his/her designated representative as to the success of the work performed

DdI-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this Task Order Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the both the Contracting Officer and the Contracting Officer's Representative (COR) with an inventory and Material Safety Data Sheet (MSDS) for these materials.

DdI-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this contract. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCCD Physical Security in advance of the date, time and location where the NSWCCD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCCD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 17 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held at (to be determined).

(b) The contractor will be given at least five working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions of the Task Order.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 18 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor: See DD 1423s

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 19 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCCD, Dahlgren, VA by the Contracting Officer Representative (COR) designated herein.

PERFORMANCE BASED CRITERIA:

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan below.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy>.

QUALITY ASSURANCE PLAN (QASP)

1. Purpose

(a) This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure that systematic quality assurance methods are used in the administration of this performance based order. The intent is to ensure that the contractor performs in accordance with the performance objectives and the Government receives the quality of services called for in the order.

(b) This Task Order provides technical and analytical expertise in support of the Missile Defense Communication & Operations Node (MIDCON) in accordance with Section C, Performance Work Statement (PWS). The resulting performance based order will have cost plus fixed fee Labor CLINS, and cost only Other Direct Cost (ODC) CLINS. The order will be for a base year with two one-year options. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

2. Authority

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

3. SCOPE

(a) The QASP is put in place to provide Government *surveillance* oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in the order.

(b) The contractor's performance on this Task Order will be evaluated by the Government as described below. The first evaluation will cover the first six-months of performance with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this Task Order. For the first six-month period and each subsequent twelve-month period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the six/twelve-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self- assessment of the performance provided, to be delivered to the COR and Contract Specialist NLT 60 days following the period being evaluated. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 20 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" overall performance rating for the period evaluated, the next option period will not be exercised. As options are exercised, improved performance is required as demonstrated in Table 2.

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

(a) Contracting Officer

(1) A person duly appointed with the authority to enter into (Procuring Contracting Officer (PCO)) or administer (Administrative Contracting Officer (ACO)) contracts and make related determination and findings on behalf of the Government. The PCO and ACO for this task order is identified in section G, Ddl-G10 Government Contract Administration Points-of-Contact and Responsibilities. Contracting Officers are designated via a written warrant, which sets forth limitations of their respective authority.

(2) The Contracting Officer ensures performance of all necessary actions for effective contract administration, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the Order. The Contracting Officer is ultimately responsible for the final determination of the acceptability of the Contractor's performance.

(b) Contract Specialist

(1) Assigned by the PCO to provide daily administration of the Contract.

(2) Provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP.

(c) Contracting Officer's Representative (COR)

(1) An individual appointed in writing by the PCO to act as their authorized representative to assist in technical administration of the Order. The COR is appointed at Contract award. The limitations of authority are contained in a written letter of appointment which is a formal attachment to the Order.

(2) The COR is responsible for technical administration of the Contract and assures proper Government surveillance of the contractor's technical performance. The COR provides QASP reports to the PCO.

(3) The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

(d) Technical Point of Contact (TPOC) /Technical Assistant (TA) / Functional Area Lead

(1) Subject Matter Experts who may be assigned by the COR to perform limited technical oversight of specific projects, work areas, or Technical Instructions issued under the Task Order.

(2) The TPOC/TA/Functional Lead provides input to the COR as to the quality of technical performance for their respective area(s) of expertise.

(3) A Government TA cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 21 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5. Methods of QA SURVEILLANCE

(a) The methods of surveillance used in the administration of this QASP are identified in Tables 1 thru 3. The Government will conduct surveillance of contractor performance utilizing the evaluation and measurement criteria in this QASP, supplemented with additional information listed below, to determine whether the contractor is effectively complying with all the terms and conditions of the Task Order. The assessed performance level using this QASP will be a determining factor in the PCO's decision to exercise an option or not.

(b) Contractor Performance Assessment Report System (CPARS) – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government-generated CPARS under this Task Order. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

6. DOCUMENTATION

In addition to providing annual reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. The COR shall forward these records to the Contracting Officer at termination or completion of the order.

7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on a annual basis as well as interim and informal reviews (i.e. IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor's performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory
- (3) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

TABLE 1: OVERALL PERFORMANCE RATINGS

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria in Tables 3, 5 and 6.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 22 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria in Tables 3, 5 and 6.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria in Tables 3, 5 and 6.

(b) Objectives / Determination:

1. Interim/Informal

Interim/informal performance evaluations will be provided to assess performance at each IPR.

2. Annual

The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon COR's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR's recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractor's self-assessment.

TABLE 2: OBJECTIVES

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	After the first six months using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.*
Option I:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option. 2.* (-) Does not meet the acceptable performance definition as a condition

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 23 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

			for exercise of an option. 2.*
Option II:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

* The Government may not exercise the next option year term unless the contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria. The contractor's performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3, 5 and 6 of this contract clause. Based on this evaluation, each assessment period will be given an overall rating resulting from the rolled up objective. Each of the criteria in Tables 3, 5 and 6 must score a minimum of "Satisfactory" to receive and overall performance rating of "Satisfactory" in each assessment period.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Determining Official, and the COR. In some instances, a TA will be assigned to the contract or Task Order in addition to a COR.

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this Task Order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report.

TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERIA	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet 90% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product meets a minimum of 90% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product meets 91 to 100% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per Task Order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per Task

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 24 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

			Order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor consistently meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE

Task Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
Section 2.0				
2.1	a. Lead and develop MIDCON pre-mission analyses and planning activities. This includes developing MIDCON pre-mission predictions, objectives, test architectures, test interfaces, test Software/hardware configuration, deployment schedules, and other pertinent information. (CDRL A007 - Pre-mission Activity Report)	Develop MIDCON pre-mission analyses and planning. Support government customer at such meetings, or in the absence of customer; act on his/her behalf.	Summary of pre-mission information is compiled and disseminated to gov't poc NLT 20 days prior to current BETD. (CDRL A007 - Pre-mission Activity Report) Calendars/schedules are 99% accurate and up to date at time of report.	Government review of written notes and/or trip reports.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 25 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

	<p>b. Present MIDCON inputs at major mission planning meetings including Test and Evaluation Working Groups (TEWGs), Instrumentation Working Groups (IWGs), Scenario Certification, Mission Control Panels (MCPs), and Mission Readiness Reviews (MRRs) as required.</p>	<p>Attend and participate in mission planning meetings, TEWGs, IWGs, MCPs, and MRRs. Support government customer at such meetings, or in the absence of customer; act on his/her behalf as required.</p>	<p>Attendance at major planning meetings recorded and disseminated to Government sponsor in monthly report (CDRL A001). Summary of pre-mission information is compiled and disseminated to gov't poc NLT 20 days prior to current BETD. (CDRL A007 - Pre-mission Activity Report)</p>	<p>Government review of written notes and/or trip reports.</p>
	<p>c. Develop and define MIDCON facility requirements, COMSEC requirements, SATCOM requirements, launch operations requirements, range interface requirements, message format requirements, and other mission specific requirements.</p>	<p>Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.</p>	<p>Summary of new requirements is compiled in monthly report (CDRL A001) and/or disseminated to gov't poc NLT 20 days prior to current BETD. (CDRL A007 - Pre-mission Activity Report)</p>	<p>Government review of written notes and/or trip reports.</p>
	<p>d. Develop all major mission planning documentation for MIDCON including Test Plans, Test Procedures, Mission Support Plans, Integrated Test Schedules, Interface and Message Format Documents, Operation Requirements (OR)</p>	<p>Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon</p>	<p>Summary of pre-mission information is compiled in monthly report (CDRL A001) and/or disseminated to gov't poc NLT 20 days prior to current BETD. (CDRL A007 - Pre-mission Activity Report)</p>	<p>Government review of written notes and/or trip reports.</p>

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 26 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

	inputs, Data Analysis Plan (DMAP) inputs, and other documents.	schedules.		
	e. Provide other mission planning functions including: test coordination and scheduling, integration, contractor coordination, auxiliary participant test coordination, test status reporting, and configuration management; provide documentation to support both fixed station and remote MIDCON operations.	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	Summary of pre-mission information is compiled in monthly report (CDRL A001) and/or disseminated to gov't poc NLT 20 days prior to current BETD. (CDRL A007 - Pre-mission Activity Report)	Government oversight/review of notes/schedules /calendars.
2.2	a. Lead, define, and execute all MIDCON pre-mission operations and live-fire operations including point-to-point and end-to-end testing with major test assets including, but not limited to, the HALO aircraft, the WASP aircraft, the MSSS, the AEGIS End-to-End Development Demonstration Systems (ETEDDS), and the Space Warfare (SPAWAR) Ballistic Missile Defense System (BMDS) Test bed San Diego (BTS) laboratory and other systems as directed by the United States	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	Attend and participate in 100% of required Operations. Provide written notes/trip reports to include pertinent discussion topics and/or action items.	Government oversight of review/comment /approval process.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 27 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

	Navy (USN), Missile Defense Agency (MDA) or other test coordinating services or agencies.			
	b. Maintain configuration control and update MIDCON customized message transmission formats including the In-Flight Target Update (IFTU) Message and the Intelligent Communication Router (ICR) format.	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Provide proper documentation and Configuration Management . Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	Customized message transmission formats are verified for mission performance upon each software version release, no less than once per year.	Government oversight of review/comment /approval process.
	c. Provide qualified MIDCON Engagement Coordination Systems (ECS) software engineers, MIDCON Data Fusion (DFT) software engineers, MIDCON communication engineers, MIDCON Test Directors, and MIDCON Test Support Team.	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	Qualified mission personnel participate in 100% of required operations.	Government review of written notes and/or trip reports.
	d. Fabricate, install, configure, and operate all MIDCON hardware, software, COMSEC equipment,	Analysis, review and assessment include adequate depth and breadth to clearly	Attend and participate in 100% of required operations. Provide written notes/trip	Government review of written notes and/or trip reports.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 28 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

	and other test support assets to perform real-time missions operations.	identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	reports to include pertinent discussion topics and/or action items.	
	e. Maintain an active Cage Code, Facilities Security Standards and COMSEC account and adhere to all mandatory National Industrial Security Program Operations Manual (NISPOM), Defense Security Service (DSS) and National Security Agency (NSA) policies and procedures.	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	All accounts remain open and policies and procedures are followed.	Government oversight of review/comment /approval process.
	f. Generate and maintain Memoranda of Understanding (MOU) and Network Security Plans (NSP) with all external communications nodes that receive or transmit classified information to/from MIDCON.	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	Generate and maintain 100% of the required MOUs and NSPs for Government approval.	Government review of written notes and/or trip reports.
	g. Deploy and work on-site during testing at major test ranges as directed by the MDA.	Attend and participate in Technical Reviews and Meetings. Support	Attend and participate in 100% of required deployments. Provide written notes/trip reports to	Government review of written notes and/or trip reports

		government customer at such meetings, or in the absence of customer; act on his/her behalf.	include pertinent discussion topics and/or action items.	
	h. Support specified live launches, demonstrations, and exercises exercising the ability to receive and process real-time ballistic missile tracking data from multiple sensor platforms and receiving stations, including space based sensors, sea-based sensors, ground based sensors, and airborne sensors as required.	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	Attend and participate in 100% of required launches, demonstrations, and exercises. Provide written notes/trip reports to include pertinent discussion topics and/or action items.	Government review of written notes, briefs, recommendations, white papers, reports, and/or trip reports.
	i. Process range telemetry, radar and optical metric data in formats and as stated in the SOW.	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	Process required range telemetry, radar and optical metric data in formats and as stated in the SOW.	Government review of written notes, briefs, recommendations, white papers, reports, and/or trip reports.
	j. Accomplish covariance-weighted fusion of data in real-time on multiple object target	Analysis, review and assessment include adequate depth and breadth to clearly	Attend and participate in 100% of required operations. Provide written notes/trip	Government review of written notes and/or trip reports.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 30 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

	complexes to provide consistently accurate threat trajectory flight path calculations and shall transmit fused data cues in MIDCON specific IFTU message format to the HALO I/II and WASP aircraft and other sensors requiring a precision cue for object of interest acquisition and tracking.	identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	reports to include pertinent discussion topics and/or action items.	
	k. Transmit the real-time fused and unfused radar data to other nodes, including AEGIS computer/ hardware-in-the-loop facilities located throughout the United States.	Analysis, review and assessment include adequate depth and breadth to clearly identify and qualify issues. Current DoD policy and/or industry standards are followed. Results delivered IAW agreed upon schedules.	Transmission of all real-time fused and unfused radar data to other nodes, including AEGIS computer/ hardware-in-the-loop facilities located throughout the United States during required operations.	Government review of written notes and/or trip reports.
	l. Maintain, operate, and configure DAMA SATCOM radios and be able to transmit via SATCOM and other COMSEC mediums fused, raw, and filtered target state vector data to multiple simultaneous end-users including WASP, and HALO I and HALO II.	Maintain Comms and ability to transmit fused data.	Ability to transmit of all real-time fused and unfused radar data to other nodes, including AEGIS computer/ hardware-in-the-loop facilities located throughout the United States.	Government review of written notes and/or trip reports.
	m. Process Joint Tactical Data	Process JTIDS messages and	Attend and participate in 100%	Government review of written notes

	<p>Information Distribution System (JTIDS) J-series messages including the J3.6 space track message with and without full co-variance. Generate J7.1 Data Update Requests on-demand and at variable time steps and shall be able to determine if the AEGIS ships and other Tactical Digital Information Link (TADIL) elements respond with full, partial, or no covariance.</p>	<p>generate data update requests and determine if AEGIS ships and other TDAIL elements respond with full, partial, or no covariance.</p>	<p>of required operations. Provide written notes/trip reports to include pertinent discussion topics and/or action items.</p>	<p>and/or trip reports.</p>
	<p>n. Provide launch operations and other engineering services for MIDCON to support pre-mission functions (including Concept Development; Planning; Software and Systems Engineering; and Hardware, Communications); the mission (Operations); and post-mission functions (including analysis and reporting).</p>	<p>Attend and participate in launch operations, Technical Reviews and Meetings. Support government customer at such meetings, or in the absence of customer; act on his/her behalf.</p>	<p>Attend and participate in 100% of required operations. Provide written notes/trip reports to include pertinent discussion topics and/or action items.</p>	<p>Government review of written notes and/or trip reports.</p>
	<p>o. Pack and ship mission equipment and supporting material to launch facilities as required by event schedules to enable on-time execution of mission</p>	<p>Pack and ship and track delivery of equipment for launch operations and mission support.</p>	<p>Attend and participate and manage equipment in 100% of required operations. Provide written notes/trip reports to include pertinent discussion</p>	<p>Government review of written notes and/or trip reports.</p>

	operations. All materials being shipped shall be monitored and tracked from shipment date to delivery.		topics and/or action items.	
	p. Receive, process, and display telemetry and other positional and situational awareness data on in-flight missile systems, including separate objects within the missile complex.	Receive, process, and display telemetry data on in-flight missile systems.	Attend and participate in 100% of required operations. Receive, process, and display telemetry data on in-flight missile systems. Provide written notes/trip reports to include pertinent discussion topics and/or action items.	Government review of written notes and/or trip reports.
2.3	a. Attend and provide MIDCON reports for Hot Wash Reviews, Quick Look Reviews, Mission Data Reviews, and other post-mission meetings, and technical interchange meetings. Prepare and present Post-Mission Test Reports including the Quick Look Report (CDRL A004), Key Observables Report (CDRL A005), and the Trip (Final Mission Operations and Data Analysis) Report (CDRL A006).	Notes are taken and accurately depict activities and events.	Quick Look delivered within 24 hours of launch event. Initial Post-Mission (w/ Key Observables) Report delivered within 14 days of launch event. Final Mission Operations and Data Analysis Report delivered T+30 days following receipt of Final Best Estimate Trajectory (BET) or if Final BET is not available T+60 days following receipt of preliminary BET.	Government oversight/review of notes/schedules /calendars.
	b. Prepare and present MIDCON LINK-16 test results to the Navy Data	All applicable data will be received, processed and	Classified data file will be provided to the DAG within 24 hours following	Government oversight/knowledge of delivery.

	Analysis Group (DAG) or equivalent group, to include information on LINK-I 6 data latency and message counts. Support the missile range(s) in anomaly resolution and radar performance assessments.	recorded.	launch activity.	
	c. Prepare and present sensor performance analysis to MDA supported missions, to include the Joint Analysis Team (JAT), Combined Analysis Data Review (CADR), Auxiliary Sensor Reviews (ASR) or equivalent groups.	Notes are taken and accurately depict applicable portions of meetings.	Notes are disseminated to gov't poc within 10 days of meeting.	Government oversight/review of notes.
	d. Providing analysis of: MIDCON software and system performance, algorithm performance, integrated system performance, and post mission data transmission/reception performance.	Reports are generated in a timely and accurate fassion.	Analysis products will be summarized in Trip (Final Mission Operations and Analysis) Report (CDRL 006).	Government oversight/review of reports.

TABLE 5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

(C.5)	a. Perform all software development, maintenance, and upgrades to the MIDCON mission operations software. (Engagement Coordination System (ECS)).	Analysis, review and assessment	Software changes summarized in monthly report (CDRL A001) and documented in each software release.	Government review of written notes and/or trip reports.
CRITERION	UNSATISFACTORY	UNSATISFACTORY	UNSATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government	include adequate depth and breadth to clearly identify and qualify issues. Problems are resolved quickly with minimal government	Problems are resolved quickly with minimal government	Problems are non-existent or the contractor takes corrective action without

	effort to resolve.	involvement.	government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 35 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

<p>Invoice Management & CERS Reporting</p>	<p>Invoices & CER reports are generally late and/or contain errors. Differences between invoiced amounts and progress report expenditure are unexplained. Contractor does not respond to government questions in a timely manner.</p>	<p>Invoices & CERs reports are timely (no more than three weeks after the end date of the period being invoiced); are accurate with respect to both amounts and ACRNs/SLINs invoiced; and differences between progress report expenditures and invoiced costs are explained. Contractor responds to government questions in a timely manner.</p>	<p>Invoices & CERs reports are timely (no more than two weeks after end date of period being invoiced) with respect to both prime and subcontractor costs; are accurate with respect to both ACRNs/SLINs invoiced; and all differences between progress report expenditures and invoiced costs are fully explained. Contractor is very proactive in responding to government questions and takes prompt action to resolve any issues.</p>
--	---	--	---

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 36 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	8/31/2011 - 8/30/2012
4100	8/31/2012 - 8/30/2013
4200	8/31/2013 - 8/30/2014
6000	8/31/2011 - 8/30/2012
6100	8/31/2012 - 8/30/2013
6200	8/31/2013 - 8/30/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4000	8/31/2011 - 8/30/2012
4100	8/31/2012 - 8/30/2013
4200	8/31/2013 - 8/30/2014
6000	8/31/2011 - 8/30/2012
6100	8/31/2012 - 8/30/2013
6200	8/31/2013 - 8/30/2014

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 37 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

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

SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN. If multiple ACRNs are associated with a single project/work area/TI/WBS, the contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with clause HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS(b)(12)"Other" (ALTERNATE 1) (NAVSEA) (JAN 2008), which is in your basic Seaport-e contract, the following payment instructions apply to this task order:

a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

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

Procuring Contracting Officer (PCO):

(a) Name:
Address:

Phone:
E-mail:

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 38 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

(a) Name:
Address:

Phone:
E-mail:

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Administrative Contracting Officer (ACO)

(a) Name:
Code:
Address:

Phone:
Fax:
E-mail:

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Contracting Officers Representative (COR):

(a) Name:
Address:

Phone:
E-mail:

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this Task Order.

Technical Point of Contact (TPOC)/ Technical Assistant (TA)

The Technical Point of Contact (TPOC)/ Technical Assistant (TA) may be identified in the POA&M(s).

The TPOC/ TA is the COR's subject matter expert (SME) for specific work areas. The TPOC/ TA assists the COR in such areas as providing Government Furnished Information (GFI), Government Furnished Material (GFM) and Government Furnished Equipment (GFE) as/if specified in the order and serves as an SME for work areas as defined in the POA&M(s).

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 39 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

Type of Document (*contracting officer check all that apply*)

<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (DD250 Only) (Only when required)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	N00178
Admin DODAAC	S2404A
Pay Office DODAAC	HQ0338
Inspector DODAAC (Not currently used)	N/A
Service Acceptor DODAAC (Fill in only when Type of Document is 2N1)	N/A

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 40 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Service Approver DODAAC (Fill in only when Type of Document is Cost Voucher)	N00178
Ship To DODAAC (This is the DoDAAC where WAWF acceptance will be performed not the ship-to-address for the material)	N00178
DCAA Auditor DODAAC (Use when applicable)	S2404A
LPO DODAAC	N00178
Inspection Location (D-Destination or S-Source)	Destination
Acceptance Location (D-Destination or S-Source)	Destination

Technical Point of Contact (Fill in for all document Types)

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

Send Additional Email Notification To:

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 41 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

1-866 number or the NSWC Dahlgren WAWF point of contact at

CONSENT TO SUBCONTRACT

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

No subcontractors included in the proposal

DdI-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

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

(b) Training

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

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

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

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

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 42 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Accounting Data

SLINID	PR Number	Amount
400001	W05000/1209006C	127000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11MDFE3		
RDDA - FY11 WCD - 9/30/2011, EXP - 9/30/2012, REPORTING WBS #: 1.2.13.23.1.99		
CERS-40193110DD04FM6-FTM-16 SUBTASK WBS #: 1.2.13.30.6.1 Q51 MIDCON FTM16E2 TPS		
NUMBER: AD1112514118 FUNDING TYPE: AEGIS BMD FUNDING DOCUMENT: HQ000616339-AA		
600001	W05000/1209006C	18000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11MDFE3		
RDDA - FY11 WCD - 9/30/2011, EXP - 9/30/2012, REPORTING WBS #: 1.2.13.23.1.99		
CERS-40193110DD04FM6-FTM-16 SUBTASK WBS #: 1.2.13.30.6.1 Q51 MIDCON FTM16E2 TPS		
NUMBER: AD1112514118 FUNDING TYPE: AEGIS BMD FUNDING DOCUMENT: HQ000616339-AA		
EASE Funding 145000.00		
Cumulative Funding 145000.00		
MOD 01		
400002	W05000/1242458C	108300.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11Q51M3		
RDDA - FY11 WCD - 10/31/2011 EXP - 9/30/2012, REPORTING WBS #: 1.2.13.22.6.99		
CERS-40193991DD07MD SUBTASK WBS #: 1.2.13.22.6.1 Q51 MIDCON CORET&E TPS NUMBER:		
40193991DD07-MD FUNDING TYPE: AEGIS BMD FUNDING DOCUMENT: HQ000616041-AA		
400003	W05000/1244384C	140000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11Q51M3		
RDDA - FY11 WCD - 10/31/2011 EXP - 9/30/2012, REPORTING WBS #: 1.2.13.22.6.99		
CERS-40193991DD07MD SUBTASK WBS #: 1.2.13.22.6.1 Q51 MIDCON CORET&E TPS NUMBER:		
40193991DD07-MD FUNDING TYPE: AEGIS BMD FUNDING DOCUMENT: HQ000616041-AA		
400004	W05000/1244385C	415000.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11Q51M3		
RDDA - FY11 WCD - 10/31/2011 EXP - 9/30/2012, REPORTING WBS #: 1.2.13.22.6.99		
CERS-40193991DD07MD SUBTASK WBS #: 1.2.13.22.6.1 Q51 MIDCON CORET&E TPS NUMBER:		
40193991DD07-MD FUNDING TYPE: AEGIS BMD FUNDING DOCUMENT: HQ000616041-AA		
600002	W05000/1242458C	3700.00
LLA :		
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11Q51M3		
RDDA - FY11 WCD - 10/31/2011 EXP - 9/30/2012, REPORTING WBS #: 1.2.13.22.6.99		
CERS-40193991DD07MD SUBTASK WBS #: 1.2.13.22.6.1 Q51 MIDCON CORET&E TPS NUMBER:		
40193991DD07-MD FUNDING TYPE: AEGIS BMD FUNDING DOCUMENT: HQ000616041-AA		
600003	W05000/1244384C	3000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4085	0005	22	43 of 58	

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11Q51M3
 RDDA - FY11 WCD - 10/31/2011 EXP - 9/30/2012, REPORTING WBS #: 1.2.13.22.6.99
 CERS-40193991DD07MD SUBTASK WBS #: 1.2.13.22.6.1 Q51 MIDCON CORET&E TPS NUMBER:
 40193991DD07-MD FUNDING TYPE: AEGIS BMD FUNDING DOCUMENT: HQ000616041-AA

600004 W05000/1244385C 12000.00

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11Q51M3
 RDDA - FY11 WCD - 10/31/2011 EXP - 9/30/2012, REPORTING WBS #: 1.2.13.22.6.99
 CERS-40193991DD07MD SUBTASK WBS #: 1.2.13.22.6.1 Q51 MIDCON CORET&E TPS NUMBER:
 40193991DD07-MD FUNDING TYPE: AEGIS BMD FUNDING DOCUMENT: HQ000616041-AA

MOD 01 Funding 682000.00
 Cumulative Funding 827000.00

MOD 02

400005 W05000/12691021 218772.00

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11Q51M3
 FY 11 RDDA; WCD - 10/31/2011; EXP 9/30/2011

600005 W05000/12691022 10000.00

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WBT11Q51M3
 FY 11 RDDA; WCD - 10/31/2011; EXP 9/30/2011

MOD 02 Funding 228772.00
 Cumulative Funding 1055772.00

MOD 03

400006 W05000/13145661 160325.00

LLA :

AC 97 201120120400D 2520 X3 SP108-F0-01-FY1112-710000-255.1-HQ014719001 04-000-4060388
 2C00 044411
 RDDA - FY11 WCD - 10/31/2011 EXP - 9/30/2012 REPORTING WBS #: 1.2.13.1.6.1 -
 Q51-MIDCON CORE/T&E, WAW #: 002363, ELEMENT - N/A, TASK/SUBTASK: 02004/00205

600006 W05000/13205997 20000.00

LLA :

AC 97 201120120400D 2520 X3 SP108-F0-01-FY1112-710000-255.1-HQ014719001 04-000-4060388
 2C00 044411
 RDDA - FY11 WCD - 10/31/2011 EXP - 9/30/2012 REPORTING WBS #: 1.2.13.1.6.1 -
 Q51-MIDCON CORE/T&E, WAW #: 002363, ELEMENT - N/A, TASK/SUBTASK: 02004/00205

MOD 03 Funding 180325.00
 Cumulative Funding 1236097.00

MOD 04 Funding 0.00
 Cumulative Funding 1236097.00

MOD 05

400007 1300275225-00001 128436.00

LLA :

AD 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001229929
 FY12 RDT&E - TPS: GMD1150 GM CTV-01; WAW: 002363; Task/Subtask: 02004/00124; WBS:
 1.2.13.8.1.2

600007 1300275225-00002 15000.00

LLA :

AD 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001229929
 FY12 RDT&E - TPS: GMD1150 GM CTV-01; WAW: 002363; Task/Subtask: 02004/00124; WBS:
 1.2.13.8.1.2

MOD 05 Funding 143436.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4085	0005	22	44 of 58	

Cumulative Funding 1379533.00

MOD 06

400007 1300275225-00001 (8900.00)

LLA :

AD 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001229929

FY12 RDT&E - TPS: GMD1150 GM CTV-01; WAW: 002363; Task/Subtask: 02004/00124; WBS:

1.2.13.8.1.2

400008 1300261477 99975.00

LLA :

AE 9720400 2520 X3S P108F Y 12F0FY 12 137100 00252HQ01472 152800400040603882C00 044411

Standard Number: HQ0147215280

REPORTING WBS#: 1.2.13.8.1.2 TPS-GMD1150 GM CTV-01, WAW#: 002363, TASK/SUBTASK

02004/00124; CERS WBS# 1.2.13.1.6.99; CERS TASK/SUBTASK 02004/0006

PR 1300261477-00002

600007 1300275225-00002 8900.00

LLA :

AD 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001229929

FY12 RDT&E - TPS: GMD1150 GM CTV-01; WAW: 002363; Task/Subtask: 02004/00124; WBS:

1.2.13.8.1.2

600008 1300261477 20000.00

LLA :

AE 9720400 2520 X3S P108F Y 12F0FY 12 137100 00252HQ01472 152800400040603882C00 044411

Standard Number: HQ0147215280

REPORTING WBS#: 1.2.13.8.1.2 TPS-GMD1150 GM CTV-01, WAW#: 002363, TASK/SUBTASK

02004/00124; CERS WBS# 1.2.13.1.6.99; CERS TASK/SUBTASK 02004/0006

PR 1300261477-00002

MOD 06 Funding 119975.00

Cumulative Funding 1499508.00

MOD 07

400009 1300297826 153000.00

LLA :

AF 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001350837

REPORTING WBS #: 1.2.13.1.6.1 - Q51-MIDCON CORE/T&E, WAW #: 002363, TASK/SUBTASK:

02004/00056; TPS: AB12.1.8.1.1.22-MD; CERS TASK/SUBTASK: 02004/00006

PR# 1300297826-00001

600009 1300297826 60000.00

LLA :

AF 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001350837

REPORTING WBS #: 1.2.13.1.6.1 - Q51-MIDCON CORE, WAW #: 002363, TASK/SUBTASK:

02004/00056; TPS: AB12.1.8.1.1.22; CERS TASK/SUBTASK: 02004/00006

PR# 1300297826-00002

MOD 07 Funding 213000.00

Cumulative Funding 1712508.00

MOD 08

410001 1300296721 140000.00

LLA :

AG 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001344641

Standard Number: HQ0006210046

FY12 RDDA, TPS: AB12.1.8.1.1.22-MD; Q51 MIDCON CORE; WBS: 1.2.13.1.6.1; CERS

TASK/SUBTASK; WCD 10/31/2012.

610001 1300296721 40000.00

LLA :

AG 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001344641

Standard Number: HQ0006210046-AA

FY12 RDDA, TPS: AB12.1.8.1.1.22-MD; Q51 MIDCON CORE; WBS: 1.2.13.1.6.1; CERS

TASK/SUBTASK; WCD 10/31/2012.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4085	0005	22	45 of 58	

MOD 08 Funding 180000.00
Cumulative Funding 1892508.00

MOD 09

410002 1300304207 215925.00

LLA :

AH 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001393461
FY12 RDDA; PR#: 1300304207-00001; TPS:AB12.1.8.1.1.22-MD; TASK/SUBTASK:
02004/00056; Q51 MIDCON CORE; WBS: 1.2.13.1.6.1; CERS TASK/SUBTASK- 02004/00006;
FUNDING DOCUMENT: HQ0006210046-AA; NWA: 100000553299.0060

410003 1300305018 302758.00

LLA :

AJ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001401571
FY12 RDDA; PR# 130030518-00001; TPS: AD12.1.2.5.1.1.1.04; Q51; MIDCON FTM MISSIONS:
TASK/SUBTASK: 02004/00089; FUNDING DOCUMENT: HQ0006210046-AA;
NWA: 100000553299.0060

610002 1300304207 15000.00

LLA :

AH 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001393461
FY12 RDDA; PR#: 1300304207-00001; TPS:AB12.1.8.1.1.22-MD; TASK/SUBTASK:
02004/00056; Q51 MIDCON CORE; WBS: 1.2.13.1.6.1; CERS TASK/SUBTASK- 02004/00006;
FUNDING DOCUMENT: HQ0006210046-AA; NWA: 100000553299.0060

610003 1300305018 35000.00

LLA :

AK 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001401571
FY12 RDDA; PR# 130030518-00001; TPS: AD12.1.2.5.1.1.1.04; Q51; MIDCON FTM MISSIONS:
TASK/SUBTASK: 02004/00089; FUNDING DOCUMENT: HQ0006210046-AA;
NWA: 100000553299.0060

MOD 09 Funding 568683.00
Cumulative Funding 2461191.00

MOD 10

400007 1300275225-00001 (16000.00)

LLA :

AD 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001229929
FY12 RDT&E - TPS: GMD1150 GM CTV-01; WAW: 002363; Task/Subtask: 02004/00124; WBS:
1.2.13.8.1.2

MOD 10 Funding -16000.00
Cumulative Funding 2445191.00

MOD 11

410004 1300304207 122000.00

LLA :

AH 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001393461
FY12 RDDA; PR#: 1300304207-00002; Funding Document: HQ0006210046-AA;
WAW#: 002363; Subhead : 9720400/2520; IBPES Identifier : 0062054129; TPS:
AB12.1.8.1.1.22-MD; Subtask Title: Q51 MIDCON CORE; CERS TASK/SUBTASK: 02004/00006,
2.1 MIDCON Mission Planning

MOD 11 Funding 122000.00
Cumulative Funding 2567191.00

MOD 12

410005 1300317973 15640.00

LLA :

AK 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001508605
FY13 RDDA; PR# 1300317973-00001; IBPES Identifier: 0061502841; TPS: REALWORLD;
{TASK/SUBTASK} 02016/00001; WBS TITLE: T&E REAL WORLD CARRYOVER, WBS 1.2.10.1.1;
WAW: 002363

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 46 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 12 Funding 15640.00
Cumulative Funding 2582831.00

MOD 13

410006 1300327579 460134.00
LLA :
AL 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001566065
FY13 RDDA; PR #:1300327579-00001; TPS: B4.AM.13.403 - MID; T&E CORE MIDCOM.

610004 1300327579 60000.00
LLA :
AL 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001566065
FY13 RDDA; PR #:1300327579-00001; TPS: B4.AM.13.403 - MID; T&E CORE MIDCOM.

MOD 13 Funding 520134.00
Cumulative Funding 3102965.00

MOD 14

410007 1300327579 229898.00
LLA :
AL 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001566065
FY13 RDDA; PR #:1300327579-00002; TPS: B4.AM.13.403 - MID; T&E CORE MIDCOM.

MOD 14 Funding 229898.00
Cumulative Funding 3332863.00

MOD 15

410008 1300345031 151069.00
LLA :
AM 9730400 2520 X3S PY08F Y 13F0FY 13 147100 00251HQ01473 244280400040603882C00 044411
Standard Number: HQ0147324428
MOD 15 - LABOR, FUNDS EXP 09/30/14
PR# 1300345031 - MIDCON SUPPORT FOR FTG-07 FLIGHT TEST

610005 1300345031 4000.00
LLA :
AM 9730400 2520 X3S PY08F Y 13F0FY 13 147100 00251HQ01473 244280400040603882C00 044411
Standard Number: HQ0147324428
MOD 15 - ODC'S, FUNDING EXP 09/30/14
PR# 1300345031
MIDCON SUPPORT FOR FTG-07 FLIGHT TEST

MOD 15 Funding 155069.00
Cumulative Funding 3487932.00

MOD 16

410009 1300352095 115087.00
LLA :
AN 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001740410
Standard Number: HQ0006320215
MOD 16 - LABOR, FUNDS EXPIRE 09/30/2014
PR# 1300352095

MOD 16 Funding 115087.00
Cumulative Funding 3603019.00

MOD 17

410010 1300327579 76000.00
LLA :
AP 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001566065
MOD 17, LABOR - FUNDS EXP 9/30/14 - PR# 1300327579-00003

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4085	0005	22	47 of 58	

410011 1300345031 45500.00
 LLA :
 AQ 9730400 2520 X3S PY08F Y 13F0FY 13 147100 00251HQ01473 244280400040603882C00 044411
 MOD 17 , LABOR - FUNDS EXP 9/30/14 - PR# 1300345031-00002

410012 1300352095 13500.00
 LLA :
 AR 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001740410
 MOD 17 - LABOR, FUNDS EXP 9/30/14 - PR# 1300352095-00002

610006 1300352095 15000.00
 LLA :
 AR 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001740410
 MOD 17, ODC'S - FUNDS EXP 9/30/14 - PR# 1300352095-00002

MOD 17 Funding 150000.00
 Cumulative Funding 3753019.00

MOD 18

420001 1300352095 10000.00
 LLA :
 AS 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001740410
 MOD 18, LABOR - FUNDS EXP - 09/30/14, PR# 1300352095-00003

420002 1300352095 80000.00
 LLA :
 AT 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001740410
 MOD 18, LABOR - FUNDS EXP 09/30/14 - PR# 1300352095-00004

420003 1300327579 160000.00
 LLA :
 AU 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001566065
 MOD 18 - LABOR - FUNDS EXP 09/30/14 - PR# 1300327579-00004

420004 1300327579 657090.00
 LLA :
 AV 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001566065
 MOD 18 - LABOR - FUNDS EXP 09/30/14 - PR# 1300327579-00005

620001 1300352095 1500.00
 LLA :
 AT 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001740410
 MOD 18 - ODC'S - FUNDS EXP 09/30/14 - PR# 1300352095-00004

620002 1300327579 2500.00
 LLA :
 AU 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001566065
 MOD 18 - ODC'S - FUNDS EXP 09/30/14 - PR# 1300327579-00004

620003 1300327579 33342.00
 LLA :
 AV 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001566065
 MOD 18 - ODC'S - FUNDS EXP 09/30/14 - PR# 1300327579-00005

MOD 18 Funding 944432.00
 Cumulative Funding 4697451.00

MOD 19

420005 1300382796 23500.00
 LLA :
 AW 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001959346
 MOD 19 - LABOR, FUNDS EXP 9/30/14, PR# 1300382796-00001

620004 1300382796 55000.00
 LLA :
 AW 97X4930 NH1E 255 77777 0 050120 2F 000000 A00001959346
 MOD 19 - ODC'S, FUNDS EXP 9/30/14, PR# 1300382796-00001

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 48 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 19 Funding 78500.00
Cumulative Funding 4775951.00

MOD 20

420006 130039672800001 15000.00
LLA :
AX 9740400 2520 X3S T08PF Y 1403F0 FY 141571 GM251HQ01474 314220400040603882C00 044411
MOD 20 - LABOR - FUNDS EXP 02/08/2014, PR# 1300396728-00001

MOD 20 Funding 15000.00
Cumulative Funding 4790951.00

MOD 21

420007 130040775900001 101347.00
LLA :
AZ 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002159467

620005 130040310400001 9800.00
LLA :
AY 97X4930 NH1E 255 77777 0 050120 2F 000000 A00002124273
Aegis Ballistic Missile Defense Engineering and Test Event Support

MOD 21 Funding 111147.00
Cumulative Funding 4902098.00

MOD 22 Funding 0.00
Cumulative Funding 4902098.00

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 49 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

TASK ORDER LABOR CATEGORY QUALIFICATIONS

To perform the requirements of the Performance Work Statement, the Government desires personnel with the appropriate experience and professional development qualifications. Labor categories are identified as Key and Non-Key. The experience level for each Key Personnel labor category is identified in the clause entitled PERSONNEL QUALIFICATIONS below.

Key Personnel are the Key Personnel whose resumes were submitted with the offeror's proposal for evaluation purposes or their replacement in accordance with the Substitution of Personnel clause below. (Section L provision 5.2 RESUMES identifies the number of Full-Time Equivalents for which resumes are required in the offeror's proposal.) Key Personnel qualification levels are considered to be "Desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement of these proposed resumed key personnel following award shall be equal to or better than the individuals initially proposed, as required by the clause Substitution of Personnel clause below.

Non-Key Personnel are the personnel proposed to provide hours in labor categories that are not identified as Key.

Post Award: Based on the Key Labor Category Desired Qualifications listed below and the PWS, the contractor will elect and manage the workforce supporting this contract. While government approval is required only for the Key Personnel, the entire workforce will be evaluated based on the contractor's performance of the PWS in accordance with the QASP.

KEY LABOR CATEGORY DESIRED QUALIFICATIONS

Program Manager

The MIDCON Program Manager shall possess at least 15 years of experience and professional development and must have proven and demonstrated abilities to lead and direct a highly qualified technical team in challenging aerospace projects, specifically including missile defense command and control architectures and tests. Proven ability to apply advanced and comprehensive knowledge of specific scientific or technical disciplines to include; directing the operation of real-time, missile defense and multi-sensor data fusion systems. Demonstrated ability to provide overall technical, schedule, and cost direction. The Program Manager shall have proven ability to execute assignments independently within scope of work assigned by contracts or corporate officers.

Lead Engineer

The Lead Engineer shall possess expert technical qualifications recognizable by customers and/or national technical associations in real-time, multi-sensor data fusion systems. Terminal technical degree and/or proven equivalent expertise in fusion algorithm development and software / coding. Demonstrated ability to perform independent research of complicated engineering problems resulting in solutions which directly apply to customer and community needs. Hands-on direct research experience in development and execution of major prototype or acquisition aerospace systems. Proven ability to apply specific government or industry standard engineering tools and processes in the execution of program objectives. Knowledge and ability to consult with and advise government senior leadership on new technology insertion, research and development, acquisition strategy, program policy, lessons learned, and risk management in the areas of system development. Proven ability to lead and direct significant size projects and multiple engineering areas is required by the Lead Engineer. Advanced engineering skills applied to solve significant technical challenges relating to real-time processing of sensor data. Twenty years of related technical experience,

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 50 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

including sensor systems, data fusion, Aegis BMD and/or BMDS experience and appropriate professional development.

Principal Engineer

The Principal Engineer is a senior technical professional. Possesses expert qualifications recognizable by customers and/or national technical associations. Proven ability to lead and direct technical challenging aerospace projects. Applies advanced and comprehensive knowledge in specific scientific or technical disciplines. Demonstrated ability to provide overall technical, schedule, and cost direction. The Principal Engineer can execute assignments independently within scope of work assigned by contracts or corporate officers. Ten years of related technical experience, including sensor systems, data fusion, Aegis BMD and/or BMDS experience and appropriate professional development.

Engineer II

The Engineer II is a technical professional. Applies comprehensive skills and knowledge in a specific scientific or technical discipline. Demonstrated ability to work independently or under general direction. At least five years of related Aegis/Aegis BMD experience and appropriate professional development.

Senior Software Specialist

The Senior Software Specialist shall possess proven expertise in software development relating to implementation of complex sensor communications protocols and processes (via serial, TCP/IP, UDP), data fusion algorithms and MIDCON software or similar architectures. Exhibits technical software development and testing skills at a masterful level recognized by customer agencies and industry to include demonstrated ability to operate with C++, GNU Compiler collection on the LINUX platform, programming with MOTIF and QT libraries, experience with GDB debuggers. Serve as technical director of software engineers and possesses expert knowledge of application, test, and communications software. Proven ability to develop software test requirements, plans, and procedures for evaluation of prototype, research and development, and in-field missile defense tests, service acquisition systems and equipment. Demonstrated ability to provide configuration management, in-field training, servicing, and problem resolution of software development items. Troubleshooting skills in a high-stress environment. Fifteen years of related Aegis/Aegis BMD experience and appropriate professional development.

Analyst III

Applies developed skills and knowledge of techniques in a specific professional, scientific/ engineering, or technical area. Demonstrated ability, under general supervision, to perform a variety of assigned tasks including analysis, evaluation, troubleshooting, and preparation of procedures and documentation. Proven ability to assist with presentations, task planning, resource coordination, and/or budget development. Must be able to work independently or under general direction. Five years related Aegis/Aegis BMD experience and appropriate professional development.

Additional Information

Accumulation of Qualifying Experience – Experience may be accumulated concurrently. All experience must be clearly supported by the resume or it will be discounted during the evaluation.

Professional Certifications and Development - Professional development includes honors, degrees, publications, professional licenses, accreditations, and certifications that directly impact the offerors ability to perform the contract. Retention of these credentials, as required to maintain accreditation, throughout the duration of the contract is the responsibility of the contractor. The years of experience listed above are in addition to appropriate professional development. It is incumbent upon the offeror

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 51 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

to demonstrate that the proposed personnel have the necessary credentials and accreditations to perform the work.

NON-KEY LABOR CATEGORY DESIRED QUALIFICATIONS

Junior Engineer

The Junior Engineer shall have the proven ability, under general supervision, to perform a tasks including analysis, evaluation, troubleshooting, and preparation of procedures and documentation involving hardware, software, communications and testing.

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.*

DdI-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

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

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

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

RESUME FORMAT AND CONTENT REQUIREMENTS

RESUME FORMAT AND CONTENT: In order to facilitate evaluation, all resumes shall be provided in the following format:

- Complete Name*
- Task Order Labor Category / Contractor Labor Category*
- Percentage of time to be allocated to this effort*
- Current security clearance level per JPAS (identify if interim or final)*
- Current work location and planned work location upon award of this Task Order*
- Note if the individual is key on another contract with a period of performance that will overlap this requirement. Note plans to satisfy both contracts if the Offeror is selected for award.*

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 52 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Chronological Work History / Experience – Show experience and date(s) as follows:

(a) Employer: Dates (month/year); Title(s) held

(b) Work experience shall be presented separately for each employer, clearly marked with proper category of experience (i.e., Relevant Experience; Non-Relevant Experience.). If relevant and non-relevant experience were obtained while at the same employer, separate time periods shall be noted for each assignment. (This is necessary to prevent an offeror from describing relevant experience obtained in a six month assignment for Company A as applicable to the entire 10-year employment with that firm and to ensure offerors' proposals are evaluated on an equal basis). Responsibilities shall be discussed in sufficient detail for each assignment so as to permit comparison with desired experience levels in Section H. Specific examples of work assignments, accomplishments, and products shall be provided.

(c) Phrases such as "assisted with", "participated in", or "supported" are UNACCEPTABLE except as introductory to a detailed description of the actual work performed. If no such description is provided, the sentence or bulleted information will NOT be considered in the resume evaluation process. This is because evaluators would not be able to identify the specific technical work contributions made by the individual.

(d) Resume information is encouraged to be presented in bullet format. This will allow evaluators to focus on relevant information.

(e) Offerors shall note that the lack of specific definition in job responsibilities, services performed or products produced may be viewed as a lack of understanding of the Government's overall technical requirements.

(f) All relevant military experience claimed shall be described such that each relevant tour is treated as a separate employer. Time frames/titles/responsibilities shall be provided in accordance with the level of detail prescribed above. Military experience not documented in this manner will not be considered.

(g) Gaps in experience shall be avoided.

(h) The cut-off date for any experience claimed shall be the closing date of the solicitation.

(i) PROFESSIONAL DEVELOPMENT – Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offeror's ability to perform under the Task Order. For education and training, the following format is preferred:

Academic: Degree(s); Date(s); Institution; Major/Minor

Non-Academic: Course title, date(s), approximate length

Professional licenses and specialized certifications. Note the date obtained for each, as well as the

date when each license/certification requires renewal.

(j) Certification of correctness of information signed and dated by both the person named and the Offeror. The employee certification shall include the following statement: CERTIFICATION: "I certify that the experience and professional development described herein are complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDL Solicitation N00024-11-R-3387 by _____ (insert Offeror's company name) and intend to make myself available to work under any resultant contract to the extent proposed."

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 53 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Employee Signature and Date

Offeror Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee certification shall not be dated earlier than the issue date of this solicitation.

(k) If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. The letter shall identify the projected start date. The Cost Proposal shall include documentation that identifies the agreed-to salary amount.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

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

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

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

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

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

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

CLIN	Total CPFF	Funding this Mod	Previous Funding	Total Funded	Amount Unfunded	Total Hours Funded
Base						
4000	\$1,525,908	\$0	\$1,525,908	\$1,525,908	\$0	
6000	\$171,981	\$0	\$170,600	\$170,600	\$1,381	
Total Base	\$1,697,889	\$0	\$1,696,508	\$1,696,508	\$1,381	
Option 1						
4100	\$1,887,511	\$0	\$1,887,511	\$1,887,511	\$0	
6100	\$171,981	\$0	\$169,000	\$169,000	\$2,981	
Total Option 1	\$2,059,492	\$0	\$2,056,511	\$2,056,511	\$2,981	

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 54 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Option 2					
4200	\$1,046,937	\$101,347	\$945,590	\$1,046,937	\$0
6200	\$171,981	\$9,800	\$92,342	\$102,142	\$69,839
Total Option 2	\$1,218,918	\$111,147	\$1,022,932	\$1,149,079	\$69,839
Total Contract	\$4,976,299	\$111,147	\$4,775,951	\$4,902,098	\$74,201

/NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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:

CLIN	Allotted to Cost	Allotted to Fee	Total Funded CPFF	Est POP Funded Through
Base				8/30/12
4000			\$1,525,908	Fee Finalized
6000			\$170,600	
Total Base			\$1,696,508	
Option 1				8/31/13
4100			\$1,887,511	Fee Finalized
6100			\$169,000	
Total Option 1			\$2,056,511	
Option 2				
4200			\$1,046,937	8/31/14
6200			\$102,142	
Total Option 2			\$1,149,079	
Total Contract			\$4,902,098	

(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 and 4100 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).

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

5252.216-9122 LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be _____ an-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 55 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

proposed level of effort. The man-hours are listed below.

	Total Labor Hours	Compensated	Uncompensated
Base Period (CLIN 4000)			
Option 1 (CLIN 4100)			
Option 2 (CLIN 4200)			
Total			

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Times Accounting (TTA) efforts are included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

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

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

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

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

(h) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 56 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

GOVERNMENT FURNISHED PROPERTY AND RESOURCES

(a) The Government will provide only the property listed in Attachment J.3 Government Furnished Property. The listed items will not be replaced when they are no longer useable or obsolete. All maintenance and updates to software licenses are the responsibility of the contractor.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 57 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

- 52.223-18** Contractor Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
252.222-7006 Restrictions on the use of Mandatory Arbitration Agreements (DEC 2010)
252.227-7020 Rights in Special Works (Jun 1995)
252.239-7001 Information Assurance Contractor Training and Certification (Jan 2008)

CLAUSES INCORPORATED BY FULL TEXT:

52.217-9 OPTION TO EXTEND THE TERM OF THE TASK ORDER (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

CLINs/PURPOSE	OPTION EXERCISE DATE
4100 Option 1 Labor	8/31/2012
4200 Option 2 Labor	8/31/2013
6100 Option 1 ODC	8/31/2012
6200 Option 2 ODC	8/31/2013

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed three (3) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

CONTRACT NO. N00178-04-D-4085	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 22	PAGE 58 of 58	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Exhibit A.5 - Contract Data Requirements List

Exhibit A.6 - Contract Data Requirements List

Exhibit A.1 - Contract Data Requirements List

Exhibit A.2 - Contract Data Requirements List

Exhibit A.3 - Contract Data Requirements List

Exhibit A.4 - Contract Data Requirements List

Exhibit A.7 - Contract Data Requirements List

Exhibit A.8 - Contract Data Requirements List

Attachment J.2 - COR Appointment Letter (revised MOD 04)

Attachment J.1 - DD254 Rev1 (Mod 20)

Attachment J.3 - Government Furnished Property (Revised Mod 22)