

2. AMENDMENT/MODIFICATION NO. 23	3. EFFECTIVE DATE 12-Apr-2017	4. REQUISITION/PURCHASE REQ. NO. H912695307A049	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

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SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ManTech Advanced Systems International, Inc. 12015 Lee Jackson Highway Fairfax VA 22033		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4080 / N00178-04-D-4080-EX01 10B. DATED (SEE ITEM 13) 11-Feb-2011
CAGE CODE 5N741	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 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) ██████████, Contracts Supervisor	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Adam E Dombrowski, Contracting Officer
15B. CONTRACTOR/OFFEROR ██████████ (Signature of person authorized to sign)	15C. DATE SIGNED 04-May-2017
	16B. UNITED STATES OF AMERICA BY /s/Adam E Dombrowski (Signature of Contracting Officer)
	16C. DATE SIGNED 10-May-2017

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GENERAL INFORMATION

The purpose of this modification is to deobligate funds found on CLIN 7000 for the amount of \$38,697.42 and CLIN 9000 for the amount of \$14,996.48. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$12,311,999.20 by \$53,693.90 to \$12,258,305.30.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700002	RDT&E	865,345.00	(38,697.42)	826,647.58
900002	RDT&E	110,000.00	(14,996.48)	95,003.52

The total value of the order is hereby increased from \$16,101,796.00 by \$0.00 to \$16,101,796.00.

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

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

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R499	Capabilty Analysis and Program Support Services (RDT&E)	1.0	LO			
400001	R499	Incremental funding in support of CLIN 4000 (RDT&E)					
400002	R499	Incremental funding in support of CLIN 4000 (RDT&E)					
4001	R499	Capabilty Analysis and Program Support Services (RDT&E)	1.0	LO			
400101	R499	N0006611RCK1043 incremental funding in support of CLIN 4001 (RDT&E)					
400102	R499	H9126920251117 incremental funding in support of CLIN 4001 (RDT&E)					
400103	R499	H9126920251116 incremental funding in support of CLIN 4001 (RDT&E)					
400104	R499	H9126921951438 incremental funding in support of CLIN 4001 (RDT&E)					
400105	R499	H9126921951439 incremental funding in support of CLIN 4001 (RDT&E)					
4002	R499	Capabilty Analysis and Program Support Services (RDT&E)	1.0	LO			
400201	R499	Funds in support of CLIN 4002. (RDT&E)					
400202	R499	Funds in support of CLIN 4002. (RDT&E)					
400203	R499	Funds in support of CLIN 4002. (RDT&E)					
400204	R499	Funds in support of CLIN 4002. (RDT&E)					
400205	R499	Funds in support of CLIN 4002. (RDT&E)					
400206	R499	Funds in support of CLIN 4002. (RDT&E)					
4003	R499	Capabilty Analysis and Program Support Services (RDT&E)	1.0	LO			
400301	R499	Funds in suport of CLIN 4003. (RDT&E)					
400302	R499	Funds in support of CLIN 4003. (RDT&E)					

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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R499	Travel in support of CLIN 4000 (RDT&E)	1.0	LO	██████████
600001	R499	Incremental funding in support of CLIN 6000 (RDT&E)			
600002	R499	Incremental funding in support of CLIN 6000 (RDT&E)			
6001	R499	Travel in support of CLIN 4001 (RDT&E)	1.0	LO	██████████
600101	R499	N0006611RCK1043 incremental funding in support of CLIN 6001 (RDT&E)			
600102	R499	H9126920251117 incremental funding in support of CLIN 6001 (RDT&E)			
600103	R499	H9126920251116 incremental funding in support of CLIN 6001 (RDT&E)			
600104	R499	H9126921951438 incremental funding in support of CLIN 6001 (RDT&E)			
600105	R499	H9126921951439 incremental funding in support of CLIN 6001 (RDT&E)			
6002	R499	Travel in support of CLIN 4002 (RDT&E)	1.0	LO	██████████
600201	R499	Funds in support of CLIN 6002. (RDT&E)			
600202	R499	Funds in support of CLIN 6002. (RDT&E)			
600203	R499	Funds in support of CLIN 6002. (RDT&E)			
600204	R499	Funds in support of CLIN 6002. (RDT&E)			
600205	R499	Funds in support of CLIN 6002. (RDT&E)			
6003	R499	Travel in support of CLIN 4003 (RDT&E)	1.0	LO	██████████
600301	R499	Funds in support of CLIN 6003. (RDT&E)			
600302	R499	Funds in support of CLIN 6003. (RDT&E)			
6004	R499	DELETED (O&MN,N)	1.0	LO	\$0.00
600401	R499	DELETED (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R499	Capability Analysis and Program Support Services. (RDT&E)	1.0	LO	██████████		
700001	R499	Funds in support of CLIN 7000. (RDT&E)					
700002	R499	H912695307A049001 in support of CLIN 7000. (RDT&E)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	Travel cost in support of CLIN 7000. NTE \$205,000.00. (RDT&E)	1.0	LO	
900001	R499	Funds in support of CLIN 9000. (RDT&E)			
900002	R499	H912695307A049001 in support of CLIN 9000 (RDT&E)			

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon [REDACTED] estimated manhours of direct labor. If all options including Option III Extension are exercised by the government, the level of effort for the performance of this contract will be increased by an additional [REDACTED] estimated manhours of direct labor, for a total level of effort of 161,775 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Labor Category	Base	Opt I	Opt II	Opt III	Opt III Extension	Total
Program Manager	[REDACTED]					
Principal Operations Analyst						
Senior Operations Analyst						
TOTAL						

(c) The Estimated Total Hours include and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of Provision)

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PAYMENT OF FIXED FEE (FEB 1996)

The fixed fee for work performed under this contract is \$__*__ provided that approximately __**__ hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than __**__ hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$___***__ per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

	* FEE	** HOURS	*** RATE
BASE			
OPTION PERIOD I			
OPTION PERIOD II			
OPTION PERIOD III			
Option Period III Extension			

(End of Provision)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement
For Support to the
United States Joint Forces Command (USJFCOM), J8

1. INTRODUCTION:

This performance work statement (PWS) addresses non-personal research and development professional services in support of the U.S. Joint Forces Command (USJFCOM) J8 and their efforts to support the Joint Integrated Fires (J85) mission as the Joint Force Integrator and Chief Advocate for Jointness and Interoperability, and the Deputy Secretary of Defense directed Joint Capabilities Development (JCD) function. Specific functions will encompass Joint Integrated Fires, Joint Close Air Support, Joint Unmanned Aircraft Systems, Integrated Air and Missile Defense, Joint Combat Identification, and Friendly Force Tracking Concept Review and Analysis Support.

2. BACKGROUND:

The Commander, US Joint Forces Command (CDRUSJFCOM), is the designated Command and Control Capability Portfolio Manager (C2 CPM). As the C2 CPM, CDRUSJFCOM has designated the USJFCOM J8 to serve on his behalf as the Joint Capability Developer (JCD) responsible for technical execution and day-to-day management of functions and tasks. The Director, USJFCOM J8 has a requirement for capability analysis and program support in order to accomplish his Unified Command Plan (UCP) mission as the Joint Force Integrator and Chief Advocate for Jointness and Interoperability, and the Deputy Secretary of Defense directed JCD, and C2CPM objectives. The Integrated Fires Division (J85) provides a joint focal point to orchestrate, integrate, and manage designated Joint Fires portfolio programs, systems, data and capabilities across the Doctrine, Organization, Training, Material, Leadership, Personnel and Facilities (DOTMLPF) spectrum that significantly impacts the warfighting C2 operations of the Joint Force Commander/Joint Task Force (JTF) Commander and subordinate echelons. The Joint Requirements Oversight Council (JROC) has endorsed separate JROC Memorandums (JROCM) that provides guidance for J8 and J85. JROCM 276-05 (22 Dec 05) and 104-06 (2 Jun 06) established the Combat Identification-Blue Force Tracking Executive Steering Committee (CID-BFT ESC). JROCM 032-09 (20 Feb 09) established the Joint Fire Support Executive Steering Committee (JFS ESC). Both of these 2-star level ESCs are forums that provide recommendations to the Joint Capabilities Board (JCB) and the JROC, and require analysis support and concept reviews. ESCs are required to identify Joint capability gaps and propose joint solutions that focus on interoperability and integration, and eliminate developmental stovepipes.

3. SCOPE:

USJFCOM J85, Joint Integrated Fires Division, provides analytical and program support to develop, maintain, and execute Portfolio Management in areas of Joint Integrated Fires (JIF), Joint Close Air Support (JCAS), Joint Unmanned Aircraft Systems (JUAS), Integrated Air and Missile Defense (IAMD), Joint Combat Identification (CID), and Friendly Force Tracking (FFT). These mission areas are for the integration and development of joint command and control, net-enabled, collaborative capabilities for operational and logistical elements that ultimately comprise the Department of Defense (DoD) portfolio. Capability development will support integration management for DoD capabilities-based acquisition via the Joint Capabilities Integration and Development System (JCIDS) and will also support related Programs of Record (POR) as well as new developmental efforts. Operational elements will include US and Coalition Forces, Combatant Commanders (COCOMs), their Combined and Joint Task Forces (CJTfFs), their Functional Component Commands (FCCs), US Interagency organizations, Services, and non-governmental activities. USJFCOM J8 delivers integrated joint C2 capabilities, improves interoperability, identifies and captures efficiencies, reduces capability redundancies and gaps, and increases joint operational effectiveness. USJFCOM J8 integrates input from training, lessons learned, experimentation, etc., and in concert with its responsibility to articulate warfighter requirements, uses relevant policies to guide service procurement of joint interoperable systems, harmonizing JC2 among the Services to meet Combatant Commander requirements.

3.1. Because of the scope and complexity of USJFCOM Joint Capability Developer requirements, USJFCOM J8 recognizes the need for contractor support to augment their uniformed and civilian staff. Contractor support generally falls into one main area: 1) Functional and analytical support for the identification, management, and development of capabilities encompassed within Joint Integrated Fires.

3.2. Period of Performance: The base period of performance is 365 calendar days, 22 February 2011 through 21

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February 2012 with 3 Option Year periods plus one 12 month extension to Option Period III

Option Year 1 – 22 February 2012 through 21 February 2013

Option Year II – 22 February 2013 through 21 August 2014

Option Year III – 22 August 2014 through 21 June 2015

Option Year III Extension-22 June 2015 through 21 June 2016

4. APPLICABLE DOCUMENTS: (Documents provided upon request)

- 4.1. CJCSI 3170.01; Joint Capabilities Integration and Development System
- 4.2. CJCSI 5123.01; Charter of the Joint Requirements Oversight Council
- 4.3. CJCSI 3910.01; Friendly Force Tracking Operations Guidance
- 4.4. Quadrennial Defense Review (QDR)
- 4.5. Guidance for Developing the Force (GDF)
- 4.6. Unified Command Plan (UCP)
- 4.7. DoDD 7045; Capability Portfolio Management
- 4.8. DoD C2 Strategic and Implementation Plans
- 4.9. DoDI 6055.07; Accident Investigation, Reporting, and Record Keeping
- 4.10. JROCM 276-05 (22 Dec 05) and 104-06 (2 Jun 06) established the Combat Identification-Blue Force Tracking Executive Steering Committee (CID-BFT ESC)
- 4.11. JROCM 032-09 (20 Feb 09) established the Joint Fire Support Executive Steering Committee (JFS ESC)
- 4.12. As appropriate, other CJCS Instructions and Manuals, JROCM's, DoD/Joint Publications, and USJFCOM Standards and Procedures

5. TECHNICAL REQUIREMENTS (Tasks and Deliverables):

Capability Analysis and Program Support

The contractor shall provide Joint Integrated Fires capability analysis and program support to the Integrated Fires Division (J85) and USJFCOM J8 Joint Capability Developer Directorate. Provide capabilities and effectiveness analysis as directed and in accordance with Executive Steering Committee direction for CID-BFT and Joint Fires issues in the following functional areas: Joint Integrated Fires, Joint Close Air Support, Joint Unmanned Aircraft Systems, Integrated Air and Missile Defense, Joint Combat Identification and Friendly Force Tracking. Support mission proponent responsibilities, to include facilitating the JFS ESC, CID-BFT ESC and related working groups, developing position papers and briefings, as the government lead performs the secretariat function for these ESCs.

Contractor support shall include the following tasks:

- 5.1. **Task 1** - Develop three biennial action plans for CID-FFT, Joint Fire Support, and JCAS. Draft correspondence and briefings; support the government lead in hosting working groups and attend meetings as required.

Task 1 Deliverables – Staff, research and provide draft documents on issues related to CID-FFT, Joint Fires and JCAS and produce biennial action plans for signature by USJFCOM DCDR or appropriate Flag officer. Biennial action plans shall address (at a minimum) the information provided in Attachment 1 (JFS Action Plan provided as an example at attachment 1). Support coordination and interaction with the Joint Staff/COCOM/Services/Agencies, to include preparation of staff documents and briefings for Joint Staff Action Processing (JSAP) - 136 coordination. Estimate eight JSAP-136 packages/year. Format for the JSAP-136 is IAW CJCSI 5714.01.

- 5.2. **Task 2** - Provide expertise to quarterly CID-BFT ESC and JFS ESC and 06 level working groups in developing agenda items from the biennial action plans or taskings resulting from Joint Staff or JROC decisions. Support coordination and interaction with Functional Capability Boards (FCB), JCB, JROC, Army-Marine Corps Board (AMCB), and other DoD agencies; to include preparation of staff documents, studies and briefings.

Task 2 Deliverable – Provide minutes/reports for the eight CID-BFT and JFS ESCs and the eight 06 level CID-BFT and JFS ESCs working groups per year. All reports/minutes of meetings will contain (sample at attachment 2) topics covered in the meeting, participants, main areas of discussion and any decisions/summary. Minutes will be vetted through major participants of the meeting, adjudicated, and a draft published within 7 working days, with final minutes published within 21 working days after the event.

- 5.3. **Task 3** - Provide professional analysis to USJFCOM friendly fire (fratricide) prevention efforts, including support to USJFCOM mission to update and maintain the DoD Fratricide Incidents database and the Fratricide

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Reporting and Investigation Process (FRIP).

Task 3 Deliverable – In accordance with DoDI 6055.07, maintain the DoD friendly fire database with all attributes that report on safety and legal investigations submitted from the Services and/or Allies by inputting information (sample at attachment 3) into the database. Analyze on a quarterly basis the causal factors related to friendly fire incidents. Publish as directed and upon government approval, friendly fire reports to the appropriate service/agency or program manager listing the trends, lessons learned or fratricide prevention measures. We anticipate at least two formal reports a year based on the quarterly analysis.

5.4. Task 4 - Conduct analysis, evaluation and provide subject matter expertise, to review Initial Capabilities Documents (ICD), Capability Development Documents (CDD), and Capability Production Documents (CPD) in accordance with CJCSI/M 3170. Provide subject matter and technical expertise for the integration of Operational Concepts, Concept of Operations, Operations Architecture, Systems Architecture, capabilities “roadmap” and Joint Doctrine for Integrated Fires. Provide analysis and evaluation support, to manage and maintain Integrated Fires Joint Capabilities Documents (JCD) for Combat Identification-Friendly Force Tracking and Joint Close Air Support, and associated overarching capability documents/roadmaps.

Task 4 Deliverable – Review approximately 100 capability documents a year for accuracy of integrated fires information and provide appropriate admin, substantive and critical comments IAW CJCSI 3170. Maintain the JCAS and CID-FFT JCDs IAW CJCSI 3170. This biennial task includes the staffing and adjudication of DoD comments for input into the JROC Knowledge Management and Decision Support (KMDS) Tools.

5.5. Task 5 - Provide subject matter and technical expertise to support government led Integrated Fires Issue Team joint capability development. Issue Team coordinates across DoD COCOMs, Services and Agencies (C/S/A) to integrate Requirements, Acquisition, and Planning, Programming, Budgeting and Execution (PPBE) activities and develops compelling analytical details/consensus to support joint capability resource decisions. Contractor shall schedule venues to accommodate USJFCOM internal/external organization meetings and forums, develop work-group meeting materials, facilitate related discussions, and compile minutes and summaries. Contractor shall also review strategic-level DoD and Joint Staff (JS) guidance and recommend/draft requisite analytical products and follow-on documents to support timely PPBE program change proposal (PCP) and issue paper (IP) development for the C2 Capability Portfolio Manager (C2 CPM) in accordance with DoDD 7045.20, CJCSI 3265.01, and the DoD C2 Implementation Plan. Comply with Nondisclosure Agreements of Planning, Programming, Budgeting and Execution (PPB&E) data in accordance with Appendix A.

Task 5 Deliverable - Provide reports to government lead for fires-related C2 CPM forums/issues. Develop draft products (briefings, spreadsheets, programmatic details, PCPs, IPs) for government led presentations to C2 CPM Senior Steering Group (SSG) monthly; C2 Capability Integration Board (C2 CIB) bi-monthly; C2 Senior Warfighter Forum (SWarF) annually. On an annual cycle, draft products to support Integrated Fires Team recommendations to the C2 CIB and have available for coordination with C/S/As by 31 January, USJFCOM endorsed presentation to the C2 CIB by mid-February, and development of draft PCPs and Issue Papers by 15 July for USJFCOM and/or C2 CIB senior leader decision. PCP/IP submissions are due annually to JS J8 (USJFCOM submitted) by mid-August and OSD CAPE/OSD Comptroller (C2 CPM-submitted) by the last working day in August.

5.6. Task 6 - Provide subject matter and technical expertise to the government lead in the establishment and execution of the responsibilities of the JCAS Standardization Team. Standardization Team is responsible to ensure the Services/SOCOM train Joint Terminal Attack Controllers (JTACs) in accordance with the JTAC Joint Mission Task List (JMTL). Contractor shall coordinate biennial course reviews and accreditation visits IAW JCAS Action Plan Memorandum of Agreement (MOA). This biennial coordination involves the Services, SOCOM, and eight partner nation signatories with accreditations or staff assistance visits in Australia, Norway, Sweden, Poland, Canada, Great Britain, Virginia, California, and Nevada. Contractor also supports the JTAC Simulation evaluations that are conducted when Services construct a new JTAC simulator or upgrade an existing simulator. JTAC Simulation evaluations occur approximately once every year.

Task 6 Deliverable – Produce JTAC Standardization Team and JTAC Simulation evaluations reports IAW the sample formats (sample at attachment 4 and 5), and deliver to the government lead within 10 working days upon completion of the visit.

5.7. Task 7 - Provide subject matter and technical expertise to the government lead in the establishment and

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execution of the responsibilities of the Joint Forward Air Controller Airborne (FAC(A)) Training and Standardization Board (JFTSB). JFTSB is responsible to ensure the Services/SOCOM train FAC(A)s in accordance with JCAS AP MOA JFAC(A) Joint Mission Task List (JMTL). Contractor shall coordinate, at a minimum, an annual JFTSB meeting. Contractor shall support the JFCOM lead of the JFTSB which is made up of the Services, and SOCOM.

Task 7 Deliverable - Provide minutes for the annual JFTSB meeting and preparatory (06 level) working groups. All reports/minutes of meetings will contain topics covered in the meeting, participants, main areas of discussion and any decisions/summary. Minutes will be vetted through major participants of the meeting, adjudicated, and a draft published within 7 working days, with final minutes published within 21 working days after the event.

5.8. Task 8 - Provide subject matter and technical expertise to the government lead in support of the recently approved 2010 Integrated Air and Missile Defense (IAMD) Road Map Version 3 recommendations tasking USJFCOM with specific deliverables and proposed timeline. Contractor will support the writing of an Automatic Battle Management Aids (ABMA) Concept of Operations (CONOPS) and a baseline document for the development of an ABMA Capabilities Development Document (CDD) by 2QFY11. Contractor is responsible for the maintenance and update of the Single Integrated Air Picture/Joint Track Management (SIAP/JTM) CDD and the continued transition of the Theater Air and Missile Defense Mission Area Initial Capabilities Document (TAMD MA ICD) to an IAMD ICD. The development and maintenance efforts of these documents will be supported through participation in Air and Missile Defense Working Groups (AMD WG) and Protection-Functional Capabilities Board (P-FCB).

Task 8 Deliverable - Provide reports/summaries to the government lead on the Automatic Battle Management Aids (ABMA) Concept of Operations (CONOPS) document for signature and approval by 1QFY11. Provide baseline document IAW direction of government lead for the development of an ABMA Capabilities Development Document (CDD) by 2QFY11. Maintain TAMD MA ICD for USJFCOM Missile Defense Branch and update areas of interest in that document based on the IAMD Rodd Map.

5.9. Task 9 - Provide yearly reviews and analyses on Coalition Combat ID (CCID) capability development military utility assessment reports to identify gaps and interoperability issues. Leverage previous results of USJFCOM efforts on the CCID Advanced Concept Technology Demonstration (ACTD) to facilitate continued requirements/capabilities document reviews and planning follow-on capability development demonstrations as directed by the government.

Task 9 Deliverable - Provide yearly summaries of the resultant analysis and assessments from the Bold Quest / CCID ACTD Capability Development Demonstrations for use in requirements reviews. Estimate for this task is [REDACTED] hours/year and reports directly to the government lead. Summary will be in word format and directly tie to Integrated Fires capabilities.

5.10. Task 10 - Provide subject matter and technical expertise to the government lead to review, assess/analyze, and support execution for responsibilities associated with the Under Secretary of Defense for Acquisition, Technology and Logistics (USD (AT&L)) led Joint Unmanned Aircraft Systems (JUAS) Task Force and Integrated Process Teams/Working Groups. Expertise resides in the capability development and requirements identification of unmanned aircraft systems across unmanned platform categories 1-5 (tactical to strategic); with specific knowledge of programmatic/acquisition capability development processes. Contractor shall review unmanned aircraft systems technology reports and development roadmaps; assess technical unmanned systems interoperability profiles for joint integration equities; review training and employment concept of operations; and provide integration and interoperability recommendations to government lead toward furthering DoD and Joint warfighting equities. Contractor will attend JUAS Task Force and associated Integrated Process Team/Working Group meetings, respective Service conferences, and unmanned aircraft systems symposia as directed/necessary. Contractor will serve as the secretariat for the J85 led Horizontal Integration Working Group; responsible for meeting coordination and execution across the C/S/A membership. Joint Unmanned Aircraft Systems Task Force Integrated Process Team Meetings occur monthly with key conference engagements occurring on a quarterly basis.

Task 10 Deliverable - Provide reports/summaries of resultant document analysis and assessments from the USD(AT&L) JUAS Task Force to the government lead. Deliver meeting engagement executive summaries to government within 3 working days upon completion of visit/meeting. Develop read-aheads, preparation papers, information papers, and unmanned aircraft systems capability development technical report documents in support of the Joint Unmanned Aircraft Systems Task Force Horizontal Integration Working Group.

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5.11. Task 11 - Prepare management plan within 60 days of task order initiation. Task Order Management Plan (TOMP) shall effectively convey the Task Management Approach the contractor shall take to accomplish the effort contained in this PWS. This approach will address task organizational structure, personnel (including relevant experience) and a resource chart with corresponding labor categories and number of hours anticipated for work completion. A notional schedule shall be included as well as any concerns the contractor may have which may impede completion of their schedule. Any security concerns should be addressed within this document and any personnel not having appropriate security clearances should be presented along with status on clearance approval. The contractor should address how travel costs will be managed. For the Technical Approach the contractor shall address each Task Area in the PWS separately and explain in detail how they shall accomplish the applicable tasks and include relevant personnel. This document shall provide the contractors view of risk and how that risk shall be mitigated. Finally, the TOMP shall address contract closeout actions to be taken at the end of the period of performance.

Task 11 Deliverable - Plan shall describe the technical approach, organizational resources and management controls that the contractor will employ to meet the cost, performance and schedule requirements throughout the period of performance. Plan shall include a complete, detailed description of each Task from the PWS, action required and their dates of occurrence, integration approaches, and milestones.

5.12. Task 12 - Contractor shall perform daily activities required for successful program completion. The contractor shall provide the technical and functional activities required for integration of all Joint Integrated Fires tasks specified within this PWS. Perform productivity and management techniques such as quality assurance, cost and schedule management, programmatic, technical risk management, as well as administrative tasks in support of Joint Fires Division. Examples of monitoring vehicles under this task area include management and status reporting, quality assurance monitoring, and security management. The contractor shall provide a Joint Integrated Fires monthly status report that shall detail the specifics of the work performed, problems encountered and their current status and resolution plan, and projected activities.

Task 12 Deliverable - Joint Integrated Fires Monthly Status Report. Report required in Microsoft Word will consist of a summary of meetings attended; deliverables during the reporting period and associated costs; issues and recommendations to resolve such issues; summary status of funds and projected expenditures; vouchers submitted; and any issues and highlights of the next month's activity. The report shall be provided no later than the 10th of the month of task order performance.

6. QUALITY ASSURANCE SURVEILLANCE PLAN

The Government will evaluate the contractor's performance under this task order through periodic sampling of ongoing deliverables and customer feedback. Performance criteria is based on the accuracy and thoroughness of deliverables and support services for effective, professional coordination support and high quality development and documentation as required by the defined Performance Requirements. Missed deadlines must be corrected or resolved within 24 hours of the expired deadline.

Deficiencies in contractor performance will be fully and accurately documented to (1) identify the discrepancy, (2) record the steps taken to correct the discrepancy, and (3) detail the outcomes and disposition of the deficiency. Likewise, successful or exceptional performance will be recorded in the TOM file and appropriate actions will be taken to recognize the contractor (i.e., CPARS). Other specific Performance Standards are listed below:

The following chart specifies the Tasks and deliverables to be evaluated:

Performance Standards	Acceptable Quality Level (AQL)	Method of Surveillance
Task 1 – Biennial Action Plans	ESC staffing and Joint Staff staffing within 6 months of task initiation for completion of Action Plan. 95% of the action plan format found in the attached example must be included.	Technical Point of Contact Review.

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Task 2 – CID-FFT and JFS ESC Support	All required read ahead’s and minutes posted within 7 working days, final minutes within 21 working days. 95% accuracy (example provided).	Technical Point of Contact Review.
Task 3 – Friendly Fire Database	Maintain database from reported safety and legal investigations with 100% accuracy. The report will contain 100% of the required information (example provided).	Technical Point of Contact Review.
Task 4 – Review of Capability Documents	Meet or exceed suspense deadlines for reviewing documents IAW USJFCOM/Joint Staff deadlines (to be determined when documents arrive and IAW CJCSI 3170).	Technical Point of Contact Review.
Task 5 – CPM document preparation	Provide 95% accurate review of CPM documents and prepare issue papers IAW CPM annual cycle.	Technical Point of Contact Review.
Task 6 – JTAC Standardization Team/ JTAC Simulation Evaluations	Biennial reviews of JTAC Schoolhouses and as required new JTAC Simulators IAW published standards. 95% accurate report to government lead within 10 working days of completion of visit (examples provided).	Technical Point of Contact Review.
Task 7 – JFTSB meetings	95% accurate meeting minutes to government lead within 7 working days of completion of meeting.	Technical Point of Contact Review.
Task 8 – IAMD related tasks for IAMD Roadmap and ICD.	90% accurate report submission required within 7 working days of completion of meetings.	Technical Point of Contact Review.
Task 9 – CCID Capability Development Demonstration Analysis	Summaries completed as directed from government lead with 90% accuracy.	Technical Point of Contact Review.
Task 10 – Joint Unmanned Aircraft Systems Analysis	All required reports and minutes submitted with 90% accuracy within 3 working days of meeting.	Technical Point of Contact Review.
Task 11 – Task Order Management Plan (TOMP)	Submit TOMP within 60 days of task order execution. 90% accuracy for plan and prepared to submit new plan if option year is executed.	Technical Point of Contact Review.
Task 12 – Joint Integrated Fires Monthly Status Report	All required areas included, report submitted NLT 10 th of the month, 100% on time. Monthly report will include major activities, meetings attended, travel, deliverables completed based on PWS, financial management details for hours expended as well as funding used/remaining.	Technical Point of Contact Review as well as Contracting Officer feedback.

7. TRAVEL

Travel for liaison and coordination purposes will be required. The following is a list of projected travel requirements

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for this period of performance (Base Year). Other travel for option years will be similar in scope and duration to include the possibility of travel to the following nations (United Arab Emirates, Afghanistan, Pakistan, Netherlands, Germany, France, Slovakia, Turkey).

<u>Date</u>	<u>Purpose</u>	<u>Location</u>	<u>Duration</u>
<u>No. required</u>			
Monthly days	JFS ESC coordination 3-4	Wash DC	2
Monthly days	CID-FFT ESC coordination 3-4	Wash DC	2
Monthly weeks	JCAS Stan Tm visits 1	Fallon NAS, NV	1 to 3
		Australia Norway Sweden Poland Canada United Kingdom (GBR)	
Quarterly 1-2	Simulation conferences	Ft. Hood, TX	1 week
		Hurlburt AFB, FL Mesa, AZ Ft Sill, OK	
Bi-Annual days	Joint ID Panel 1	Brussels, BEL	4
Quarterly	NATO AdHoc WG 1	Brussels, BEL	4 days
Quarterly days	NATO SC-7 1	Brussels, BEL	4
Bi-Annual days	CID/FFT Forum 2-3	Wash DC	3
Annual week	JCAS Symposium 3-4	Suffolk, VA Va Beach, VA	1
Annual week	ROC-V JIPT 1-2	Eglin AFB, FL	1
Bi-Annual 1-2	NATO FAC-A Meetings	United Kingdom (GBR)	1 week

8. PLACE OF PERFORMANCE

Work will be accomplished at USJFCOM's sites in the Norfolk and Suffolk area.

9. GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS

USJFCOM J8 will provide the contractor with access to relevant documentation and provide access to technical and supporting contractor staff as required in the execution of contracted tasks. Government Furnished Information (GFI) includes but is not limited to:

9.1. DD-254; Contract Security Classification Specification.

9.2. Existing analyses, requirements documentation, and architectures related to the C2 CPM and C2 FCB effort, including those listed in this PWS.

9.3. Within Government facilities, the Government will provide office space, equipment and computers with email/LAN access as needed to support required staffing.

9.4. In addition to USJFCOM access, contractor will be provided access to the Joint Staff, other selected combatant commands, Services, and supporting activities.

9.5. In the course of performance pursuant to this contract, the contractor may have access to nonpublic

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information, including Planning, Programming, Budgeting and Execution (PPBE) information. Contractor agrees that it will not use or disclose any such information unless authorized in writing by the Contracting Officer's Representative (COR). Contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the COR. To that end, Contractor agrees that each of its employees and others performing duties under this contract will sign the Certificate of Nondisclosures as described in Appendix A.

10. OTHER RELATED TRAVEL AND EXPORT CONTROL ITEMS

10.1. Contractor will be required to actively participate in CID-BFT and JFS ESC meetings, teleconference calls, fax, and e-mail technical exchanges with representatives from the governments of Australia, Belgium, Canada, Denmark, Great Britain, Hungary, Latvia, Netherlands, Norway, and Sweden. These multi-lateral activities will take place both in the United States and abroad. Additionally, contractor may be required to actively participate in NATO Subcommittee 7 meetings, teleconference calls, fax, and e-mail technical exchanges with representatives of the other 28 NATO member nations' representatives that are invited to participate.

10.2. Contractor shall assist in preparing briefing materials and provide administrative support such as note taking. Contractor shall provide administrative support specifically to the Friendly Force Tracking (FFT) Ad Hoc Working Group (AHWG), serving as the elected Secretary for this working group. Discussions shall be limited to topics that are releasable to the 28 NATO member nations' representatives that are invited to participate.

10.3. All technical exchanges will be in support of USJFCOM J85 Joint Integrated Fires Division. Contractor will be required to augment USJFCOM J85 staff and act as military/technical/scientific/operational experts on the CID-BFT and JFS Executive Steering Committees and NATO Sub Committee 7. These contractors will be called upon to actively participate (i.e., briefing, technical discussions and exchanges, and program coordination activities) in these two technical exchange venues.

10.4. Contractor will be required to discuss relevant functional area issues associated with the technical capabilities being worked by the CID-BFT and JFS ESCs, and NATO Sub Committee 7. This includes: project coordination and funding; doctrine, training; operational and logistics planning; personnel; interoperability; security; and tactics, techniques and procedures.

10.5. USJFCOM J85 anticipates Contractor utilization of ITAR exemption 125.4(b)(3) for discussion and export of technical data that does not disclose details of design, development, production, or manufacture of any defense article. This exemption will not be utilized for technical design assistance or design review activities.

11. OTHER PERTINENT INFORMATION OR SPECIAL CONSIDERATIONS

This task order requires personnel with current (within the past 2 years) and extensive work experience in Joint Integrated Fires areas as described above in this PWS. The candidates are required to have experience in staff work at the senior major Service command, COCOM or Joint Staff level.

12. POINT OF CONTACTS (POCs)

12.1. USJFCOM Primary Technical Point of Contact (TPOC)

Name:	[REDACTED]
Organization:	USJFCOM J85B
DODAAC:	N00066
Address:	U.S. Joint Forces Command ATTN: J85 1562 Mitscher Ave. Suite 200 Norfolk, VA 23551-2488
Phone Number:	[REDACTED]
Fax Number:	[REDACTED]
E-Mail Address:	[REDACTED]

12.2. Alternate TPOC

Name:	[REDACTED]
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Organization:	USJFCOM J85A
DODAAC:	N00066
Address:	U.S. Joint Forces Command ATTN: J85 1562 Mitscher Ave. Suite 200 Norfolk, VA 23551-2488
Phone Number:	
Fax Number:	
E-Mail Address:	

12.3. USJFCOM CAMO POC:

Patricia D. Lee Ingram
1562 Mitscher Ave, Suite 200
Norfolk, VA 23551-2488
Phone: (757) 836-9522/ DSN 836-9522
Email: patricia.leeingram@jfc.com

12.4. FISC Norfolk, Philadelphia Contracting Department POC:

Jaime Slattery
700 Robbins Ave, Bldg 2B
Philadelphia, PA 19111-5083
Phone: (215) 697-9605
Email: jaime.slattery@navy.mil

13. SECURITY

On-site contractor personnel will require access to information up to and including Top Secret. Access to Sensitive Compartmented Information (SI and TK) is required. Work may require that personnel have access to Privacy Act Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable DOD rules and regulations.

14. WAWF instructions: this section needs to be updated.

Issuing Office DODAAC: **N00189**
Admin DODAAC: **N00066**
Ship To DODAAC: **N00066**
LPO DODAAC: **N00066**
Pay DODAAC: **N68732**

15. SLDCADA Instructions:

A. Reporting labor hours by project. To meet the USJFCOM Commander's oversight requirements into projects supported by the command, a command-wide workload collection system for all personnel working on command projects is to be implemented in phases. The system will ultimately be mandatory for all military, government civilian and contractor personnel who provide direct support to projects. Based on the foregoing, initially, all prime and subcontractor personnel working on-site at USJFCOM in the Tidewater region of Virginia, using Government furnished facilities and equipment, shall load their hours by project into a government developed database weekly or within two working days upon return from travel. This reporting requirement is for operational oversight of command efforts and does not eliminate or obviate any requirements to provide financial data through DCAA approved corporate financial systems. The time required for inputting such data is considered to be directly chargeable to the contract/task order under which hours are being reported. Information derived from this data collection will not be used for validation of invoices. Moreover, any verification or validation of contractor employee hours will be the responsibility of their management as the Government will not validate or approve contractor entries.

B. The Government will provide system orientation training to the contractor's project manager or his designee and also identify USJFCOM job order numbers that correspond to the various work being performed or supported by the contractor.

C. This is the complete agreement of the parties. There are no collateral agreements, reservations, or understanding, either expressed or implied, written or oral, other than as specifically set forth herein. It is agreed that no modification of this agreement shall be binding unless in writing and signed by the parties.

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16. USJFCOM COMMANDER'S CRITICAL INFORMATION REQUIREMENT (CCIR)

Certain types of incidents or occurrences during contract or task order performance can affect mission accomplishment and, therefore, require timely information management and immediate notification to the Command. Examples include degradation, outage, or compromise of USJFCOM communications networks and systems; death or serious injury of contractor personnel; and any accident or event involving contractor personnel that could result in immediate and adverse media attention, police, or legal action. Accordingly, the contractor shall immediately report any such instances to the Contracting Officer's Representative (COR) or Alternate COR. If neither is immediately reachable, the contractor shall contact the USJFCOM Command Duty Officer directly at (757)836-5586/5658 or jfcom.cdo@jfcom.mil.

17. PERSONNEL QUALIFICATIONS

The contractor shall provide personnel with qualifications and experience as described below:

(1) SENIOR OPERATIONS ANALYST

Job Description: The Senior Operations Analyst will perform Combatant Command-level staff coordination and conduct detailed technical analysis related to developing Joint Fires requirements. The Senior Operations Analyst will function as part of a small team in a time-compressed environment. Moderate travel required.

Qualifications:

- Minimum of 10 years experience required; at least 5 years military experience required; experience in Joint Forces Command.
- Active SECRET Clearance and eligibility for TOP SECRET; active TOP SECRET Clearance.
- BA or BS degree (4 years experience may be substituted for BA or BS degree); MA or MS degree a plus.
- Strong communications skills required; highly developed abilities to write, and to prepare briefing materials required.
- Strong military operational background and experience required.
- Leadership experience in ground maneuver forces; Combat experience in CENTCOM AOR.
- Irregular Warfare experience.
- Staff experience; Combatant Command, Major Command, and/or Joint Staff experience.
- Highly skilled in using Microsoft Office tools.
- Capability to perform periodic CONUS and OCONUS travel required.

(2) PRINCIPAL OPERATIONS ANALYST

Job Description: The Principal Operations Analyst will lead and support Combatant Command-level staff coordination and conduct detailed technical analysis related to developing Joint Fires requirements. The Principal Operations Analyst will function as part of a small team in a time-compressed environment. Moderate travel required.

Qualifications:

- Minimum of 15 years experience required; at least 8 years military experience required; experience in Joint Forces Command.
 - Active SECRET Clearance and eligibility for TOP SECRET; active TOP SECRET Clearance.
 - BA or BS degree (4 years experience may be substituted for BA or BS degree); MA or MS degree a plus.
 - Strong communications skills required; highly developed abilities to write, and to prepare briefing materials required.
 - Strong military operational background and experience required.
 - Leadership experience in ground maneuver forces; Combat experience in CENTCOM AOR.
 - Irregular Warfare experience.
 - Staff experience; Combatant Command, Major Command, and/or Joint Staff experience.
 - Highly skilled in using Microsoft Office tools.
 - Capability to perform periodic CONUS and OCONUS travel required.
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(3) PROGRAM MANAGER

Job Description: The Program Manager will manage the overall execution of the program and the performance of the team. The Program Manager will be responsible for coordinating with the government leadership on matters related contracts, funding, and staffing.

Qualifications:

- Minimum of 10 years experience required; at least 5 years program management experience required; experience in Joint Forces Command.
- Active SECRET Clearance and eligibility for TOP SECRET; active TOP SECRET Clearance.
- BA or BS degree required; MA or MS degree required (2 years experience may be substituted for MA or MS degree).
- Strong communications skills required.
- Experience managing programs of similar size and complexity required.

Attachments:

1. Joint Close Air Support Action Plan, Jan 2010.
2. Sample Minutes from JFS ESC 06 Meeting.
3. Sample Information Required in Friendly Fire Database.
4. Sample JTAC Standardization Team Report.
5. Sample JTAC Simulation Evaluation Report.

PERSONNEL QUALIFICATIONS (NAVSUP 5252.237-9401)(JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(c) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery/task orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonable ensure the ability for effective and efficient performance.

LABOR CATEGORIES

MINIMUM REQUIREMENTS

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*See Paragraph 17.0 of the performance work statement

(End of Provision)

REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(End of Provision)

REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

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(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.
- Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(End of Provision)

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SECTION D PACKAGING AND MARKING

MARKING OF SHIPMENTS (COMMERCIALY PACKAGED ITEMS) (MAR 1999)

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

(End of Provision)

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the Contracting Officer's Representative.

(End of Provision)

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	2/22/2011 - 2/21/2012
4001	2/22/2012 - 2/21/2013
4002	2/22/2013 - 8/21/2014
4003	8/22/2014 - 6/21/2015
6000	2/22/2011 - 2/21/2012
6001	2/22/2012 - 2/21/2013
6002	2/22/2013 - 8/21/2014
6003	8/22/2014 - 6/21/2015
6004	2/22/2011 - 2/21/2012
7000	6/22/2015 - 6/21/2016
9000	6/22/2015 - 6/21/2016

CLIN - DELIVERIES OR PERFORMANCE

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

4000	2/22/2011 - 2/21/2012
4001	2/22/2012 - 2/21/2013
4002	2/22/2013 - 8/21/2014
4003	8/22/2014 - 6/21/2015
6000	2/22/2011 - 2/21/2012
6001	2/22/2012 - 2/21/2013
6002	2/22/2013 - 8/21/2014
6003	8/22/2014 - 6/21/2015
6004	2/22/2011 - 2/21/2012
7000	6/22/2015 - 6/21/2016
9000	6/22/2015 - 6/21/2016

Services to be performed hereunder will be provided at the U.S. Joint Forces Command located in Norfolk, VA.

DELIVERY OF DATA (FISC DET PHILA) (OCT 1992)

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

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PROGRESS AND FINANCIAL REPORTS (FISC DET PHILA) (OCT 1992)

(a) Progress and Financial Reports. A monthly progress and financial report will be submitted to the Contracting Officer's Representative (COR) with a copy to the Contracting Officer. In addition, a separate report of the number of man-hours charged to the contract will be submitted monthly to the COR and the Contracting Officer.

(b) Technical Reports. Technical reports and conclusions reflecting the work accomplished under each task set forth in Section C of this task order will be prepared and delivered to the Government in accordance with Section C of this task order .

(c) Final Delivery. The delivery date of the last of the above reports is not to be later than as specified in the task order performance work statement.

(d) Reporting labor hours by project. To meet the USJFCOM Commander's oversight requirements into projects supported by the command, a command-wide workload collection system for all personnel working on command projects is to be implemented in phases. The system will ultimately be mandatory for all military, government civilian and contractor personnel who provide direct support to projects. Based on the foregoing, initially, all prime and subcontractor personnel working on-site at USJFCOM in the Tidewater region of Virginia, using Government furnished facilities and equipment, shall load their hours by project into a government developed database weekly or within two working days upon return from travel. This reporting requirement is for operational oversight of command efforts and does not eliminate or obviate any requirements to provide financial data through DCAA approved corporate financial systems. The time required for inputting such data is considered to be directly chargeable to the contract/task order under which hours are being reported. Information derived from this data collection will not be used for validation of invoices. Moreover, any verification or validation of contractor employee hours will be the responsibility of their management as the Government will not validate or approve contractor entries.

(e) The Government will provide system orientation training to the contractor's project manager or his designee and also identify USJFCOM job order numbers that correspond to the various work being performed or supported by the contractor.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

1562 Mitscher Ave, Suite 200
Norfolk, VA 23693

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008) (SUPPLIES)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	<i>Routing Table</i>	<i>Contracting Officer Notes</i>
WAWF Invoice Type	<i>Cost</i>	-- Select 2-in-1 for FFP Services Only. -- Select Combo for Supplies, or Supplies AND FFP Services. -- Select Cost Voucher for all Cost Type Contracts. If none of the above applies, please call 1-800-559-WAWF (9293).
Contract Number	<i>N00178-04-D-4080</i>	-(Enter Contract Number)
Delivery Order Number	<i>EX01</i>	-(Enter DO Number)
Issuing Office DODAAC	<i>N00189</i>	-(Enter DODAAC of the activity issuing the contact.)
Admin Office DODAAC	<i>S2404A</i>	-(Enter Contract Admin Office DODAAC)
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	<i>N00066</i>	-(Enter Inspector DODAAC (plus extension if applicable.))
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	<i>N00066</i>	-(Enter DODAAC (plus extension, if applicable.))

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Acceptance At Other		-(Enter Other Acceptance Address if different from above (plus extension if applicable))
Local Processing Office (Certifier)	N00066	- Enter LPO DODAAC (Local Admin) (plus extension, if applicable) or leave blank.
DCAA Office DODAAC (Used on Cost Voucher's only)	HAA47B	-(Enter DCAA Office DODAAC when Applicable) - Check on DCAA website: www.dcaa.mil/
Paying Office DODAAC	N68732	- Enter Paying Office DODAAC located on Contract.)
Acceptor/COR Email Address	██████████	-(Enter the Acceptor Email address for this Contract if applicable)

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role

SECURITY ADMINISTRATION

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security that will be required under this contract is Top Secret/SCI as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

Defense Security Service (IOFCK1), VA Field Office
241 18th Street South, Suite 100A
Arlington, VA 22202

The facilities to be utilized in the performance of this effort have been cleared to TOP SECRET LEVEL.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security required under this contract is Top Secret/SCI as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, Virginia Beach, VA Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

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Accounting Data

SLINID PR Number Amount

BASE Funding 0.00
Cumulative Funding 0.00

MOD 01

400001 N0006610RCK1035 1223500.00
LLA :
AA 9700400 66K1 252 00066 0 068892 2D CK1035 000660RIMA1Q

400002 N0006611RCK1043 1025000.00
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

600001 N0006610RCK1035 61500.00
LLA :
AA 9700400 66K1 252 00066 0 068892 2D CK1035 000660RIMA1Q

600002 N0006611RCK1043 50000.00
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

MOD 01 Funding 2360000.00
Cumulative Funding 2360000.00

MOD 02

400002 N0006611RCK1043 376496.28
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

600401 83503.72
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

MOD 02 Funding 460000.00
Cumulative Funding 2820000.00

MOD 03

400002 N0006611RCK1043 (310000.00)
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

400101 N0006611RCK1043 409503.72
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ
Standard Number: N0006611RCK1043

400102 H9126920251117 30000.00
LLA :
AC 9720400 1112 7820 P2818 2524 9JFK97 012195 DJAC21117
Standard Number: H9126920251117

400103 H9126920251116 899904.00
LLA :
AD 9720400 1112 7890 P2818 2524 9JFK97 012195 DJAC21116
Standard Number: H9126920251116

600002 N0006611RCK1043 (16000.00)
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

600102 H9126920251117 75000.00

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LLA :
AC 9720400 1112 7820 P2818 2524 9JFK97 012195 DJAC21117
Standard Number: H9126920251117

600401 (83503.72)
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

MOD 03 Funding 1004904.00
Cumulative Funding 3824904.00

MOD 04

400002 N0006611RCK1043 (66480.35)
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

400101 N0006611RCK1043 74869.14
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ
Standard Number: N0006611RCK1043

400103 H9126920251116 552035.70
LLA :
AD 9720400 1112 7890 P2818 2524 9JFK97 012195 DJAC21116
Standard Number: H9126920251116

600002 N0006611RCK1043 (8388.79)
LLA :
AB 9710400 66K1 251 00066 0 068892 2D CK1043 0006611RIMAQ

MOD 04 Funding 552035.70
Cumulative Funding 4376939.70

MOD 05

400104 H9126921951438 1440060.30
LLA :
AE 9720400.1112 7890 P2818 2524 9JFK97 012195 DJAC21438
Standard Number: H9126921951438

400105 H9126921951439 42816.00
LLA :
AF 9720400.1112 7820 P2818 2524 9JFK97 012195 DJAC21439
Standard Number: H9126921951439

600105 H9126921951439 62184.00
LLA :
AF 9720400.1112 7820 P2818 2524 9JFK97 012195 DJAC21439
Standard Number: H9126921951439

MOD 05 Funding 1545060.30
Cumulative Funding 5922000.00

MOD 06

400104 H9126921951438 (1092241.10)
LLA :
AE 9720400.1112 7890 P2818 2524 9JFK97 012195 DJAC21438
Standard Number: H9126921951438

400201 H9126930161551 80000.00
LLA :
AG 9720400 1112 7890 P2818 2524 9JFK97 012195 DJAC21551
Standard Number: H9126930161551

400202 H9126921951438 1092241.10
LLA :
AE 9720400.1112 7890 P2818 2524 9JFK97 012195 DJAC21438

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Standard Number: H9126921951438

600105 H9126921951439 (62184.00)
 LLA :
 AF 9720400.1112 7820 P2818 2524 9JFK97 012195 DJAC21439
 Standard Number: H9126921951439

600201 H9126930161551 20000.00
 LLA :
 AG 9720400 1112 7890 P2818 2524 9JFK97 012195 DJAC21551
 Standard Number: H9126930161551

600202 H9126921951439 62184.00
 LLA :
 AF 9720400.1112 7820 P2818 2524 9JFK97 012195 DJAC21439
 Standard Number: H9126921951439

MOD 06 Funding 100000.00
 Cumulative Funding 6022000.00

MOD 07 Funding 0.00
 Cumulative Funding 6022000.00

MOD 08

400201 H9126930161551 69477.00
 LLA :
 AG 9720400 1112 7890 P2818 2524 9JFK97 012195 DJAC21551
 Standard Number: H9126930161551

400203 H912693199A372 329306.00
 LLA :
 AH 97130400.1220 4600 P3134 251C 9JDA97 012195 DJAC13A372
 Standard Number: H912693199A372

400204 H912693206A388 151217.00
 LLA :
 AJ 97130400.1220 5675 P3818 251C 9JAH97 012195 DJAC13A388
 Standard Number: H912693206A388

600203 H912693199A372 50000.00
 LLA :
 AH 97130400.1220 4600 P3134 251C 9JDA97 012195 DJAC13A372
 Standard Number: H912693199A372

MOD 08 Funding 600000.00
 Cumulative Funding 6622000.00

MOD 09 Funding 0.00
 Cumulative Funding 6622000.00

MOD 10

400205 H912693319A040 360000.00
 LLA :
 AK 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A040
 Standard Number: H912693319A040

600204 H912693319A040 4748.00
 LLA :
 AK 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A040
 Standard Number: H912693319A040

MOD 10 Funding 364748.00
 Cumulative Funding 6986748.00

MOD 11

600204 H912693319A040 25252.00

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LLA :
AK 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A040
Standard Number: H912693319A040

MOD 11 Funding 25252.00
Cumulative Funding 7012000.00

MOD 12

400206 H912694049A140 970000.00
LLA :
AL 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A140
Standard Number: H912694049A140

600205 H912694049A140 90000.00
LLA :
AL 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A140
Standard Number: H912694049A140

MOD 12 Funding 1060000.00
Cumulative Funding 8072000.00

MOD 13

400301 H912694156A354 475000.00
LLA :
AM 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A354
Standard Number: H912694156A354

600301 H912694156A354 25000.00
LLA :
AM 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A354
Standard Number: H912694156A354

MOD 13 Funding 500000.00
Cumulative Funding 8572000.00

MOD 14

400301 H912694156A354 240000.00
LLA :
AM 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A354
Standard Number: H912694156A354

600301 H912694156A354 10000.00
LLA :
AM 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A354
Standard Number: H912694156A354

MOD 14 Funding 250000.00
Cumulative Funding 8822000.00

MOD 15

400206 H912694049A140 (148397.06)
LLA :
AL 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A140
Standard Number: H912694049A140

600205 H912694049A140 (57145.74)
LLA :
AL 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A140
Standard Number: H912694049A140

MOD 15 Funding -205542.80
Cumulative Funding 8616457.20

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MOD 16

400301 H912694156A354 285000.00
 LLA :
 AM 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A354
 Standard Number: H912694156A354

400302 H912694345A094 105000.00
 LLA :
 AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
 Standard Number: H912694345A094

600301 H912694156A354 10000.00
 LLA :
 AM 97140400.1220 5675 P4818 251C 9JAH97 012195 DJAC14A354
 Standard Number: H912694156A354

MOD 16 Funding 400000.00
 Cumulative Funding 9016457.20

MOD 17

400302 H912694345A094 400000.00
 LLA :
 AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
 Standard Number: H912694345A094

600302 H912694345A094 20000.00
 LLA :
 AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
 Standard Number: H912694345A094

MOD 17 Funding 420000.00
 Cumulative Funding 9436457.20

MOD 18

400302 H912694345A094 170000.00
 LLA :
 AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
 Standard Number: H912694345A094

MOD 18 Funding 170000.00
 Cumulative Funding 9606457.20

MOD 19

700001 H912694345A094 1100542.00
 LLA :
 AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
 Standard Number: H912694345A094

900001 H912694345A094 25000.00
 LLA :
 AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
 Standard Number: H912694345A094

MOD 19 Funding 1125542.00
 Cumulative Funding 10731999.20

MOD 20

700001 H912694345A094 230000.00
 LLA :
 AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
 Standard Number: H912694345A094

900001 H912694345A094 70000.00

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LLA :
AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
Standard Number: H912694345A094

MOD 20 Funding 300000.00
Cumulative Funding 11031999.20

MOD 21

700001 H912694345A094 304655.00
LLA :
AN 97150400.1220 5675 P5818 251C 9JAH97 012195 DJAC15A094
Standard Number: H912694345A094

700002 H912695307A049 445345.00
LLA :
AP 97160400.1220 5685 P6134 251C 9JDA97 012195 DJAC16A049
Standard Number: H912695307A049

900002 H912695307A049 50000.00
LLA :
AP 97160400.1220 5685 P6134 251C 9JDA97 012195 DJAC16A049
Standard Number: H912695307A049

MOD 21 Funding 800000.00
Cumulative Funding 11831999.20

MOD 22

700002 H912695307A049 420000.00
LLA :
AP 97160400.1220 5685 P6134 251C 9JDA97 012195 DJAC16A049
Standard Number: H912695307A049

900002 H912695307A049 60000.00
LLA :
AP 97160400.1220 5685 P6134 251C 9JDA97 012195 DJAC16A049
Standard Number: H912695307A049

MOD 22 Funding 480000.00
Cumulative Funding 12311999.20

MOD 23

700002 H912695307A049 (38697.42)
LLA :
AP 97160400.1220 5685 P6134 251C 9JDA97 012195 DJAC16A049
Standard Number: H912695307A049

900002 H912695307A049 (14996.48)
LLA :
AP 97160400.1220 5685 P6134 251C 9JDA97 012195 DJAC16A049
Standard Number: H912695307A049

MOD 23 Funding -53693.90
Cumulative Funding 12258305.30

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NON-DISCLOSURE AND NON-USE OF DATA

(a) Data

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

(b) Non-Disclosure of Data

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

(c) Non-Use of Data

The Contractor and its personnel and subcontractors shall use data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

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

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

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

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

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

In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data of other

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entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the data provided by the entity.

(e) Requirement to Disclose Data

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

(f) Exception

This "Non-Disclosure and Non-Use of Data" clause does not apply to data which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data" clause is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default.

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer.

SUBSTITUTION OR ADDITION OF PERSONNEL (NAVSUP 5252.237-9400) (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that during the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that

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the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

[REDACTED]
Combat Identification-Friendly Force Tracking Branch Chief
Joint Fires Division (JFD)
Joint Staff J-8 / DDC4 / ADD C2I

[REDACTED]
[REDACTED]
NIPR: [REDACTED]
SIPR: [REDACTED]
NSWAN: [REDACTED]

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

Not Applicable

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

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SECTION I CONTRACT CLAUSES

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER. (SEP 2009)

THE PAYMENT OFFICE SHALL MAKE PAYMENT IN SEQUENTIAL ACRN ORDER WITHIN THE LINE ITEM EXHAUSTING ALL FUNDS IN THE PREVIOUS ACRN BEFORE PAYING FROM THE NEXT ACRN USING THE FOLLOWING SEQUENTIAL ORDER: ALPHA/ALPHA; ALPHA/NUMERIC; NUMERIC/ALPHA; AND NUMERIC/NUMERIC.

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

STANDARD OF WORKMANSHIP

REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

(End of Provision)

SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

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

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

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

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

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

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

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

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

Sensitive Positions

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

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

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

IT Systems Access

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

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

Security Approval Process

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

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

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

5252.227-9401 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992) (NAVSUP)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) In the event that the Contractor violates export laws, the Contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

(d) The Contractor shall insert paragraphs (a), (b) and (c) of this clause in any subcontract awarded under this contract.

5252.227-9402 QUALIFIED U.S. CONTRACTORS FOR EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)

(a) By Department of Defense (DOD) Directive 5230.25 (hereinafter referred to as "the Directive"), a program was established to allow Qualified U.S. Contractors to obtain export-controlled technical data under certain conditions. A "Qualified U.S. Contractor" is a private individual or enterprise (hereinafter described as a "U.S. Contractor") that, in accordance with procedures established by the Under Secretary of Defense for Research and Engineering, certifies, as a condition of obtaining export-controlled technical data subject to the Directive from the Department of Defense, that:

(1) The individual who will act as recipient of the export-controlled technical data on behalf of the U.S. Contractor is a U.S. citizen or a person admitted lawfully into the United States for permanent residence and is located in the United States;

(2) Such data are needed to bid or perform on a contract with the Department of Defense, or other U.S.

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Government agency, or for other legitimate business purposes in which the U.S. Contractor is engaged, or plans to engage. The purpose for which the data are needed shall be described sufficiently in such certification to permit an evaluation of whether subsequent requests for data are related properly to such business purpose.

(3) The U.S. Contractor acknowledges its responsibilities under U.S. export control laws and regulations (including the obligation, under certain circumstances, to obtain an export license prior to the release of technical data within the United States) and agrees that it will not disseminate any export-controlled technical data subject to the Directive in a manner that would violate applicable export control laws and regulations.

(4) The U.S. Contractor also agrees that, unless dissemination is permitted by the Directive, it will not provide access to export-controlled technical data subject to the Directive to persons other than its employees or persons acting on its behalf, without the permission of the DOD component that provided the technical data.

(5) To the best of its knowledge and belief, the U.S. Contractor knows of no person employed by it, or acting on its behalf, who will have access to such data, who is debarred, suspended or otherwise ineligible to perform under U.S. Government contracts; or has violated U.S. export control laws or a certification previously made to the Department of Defense under the provisions of the Directive.

(b) Private individuals or enterprises are certified as Qualified U.S. Contractors by submitting a DD Form 2345 to Commander, Defense Logistics Services Center (DLSC), ATTN: DLSC-FEB, Federal Center, Battle Creek, Michigan 49017-3084.

(c) Canadian contractors may be qualified in accordance with the Directive for technical data that do not require a license for export to Canada under section 125.12 of the International Traffic in Arms Regulations and sections 379.4(d) and 379.5(e) of the Export Administration Regulations, by submitting an equivalent certification to the DLSC.

CLAUSES INCORPORATED BY REFERENCE

252.204-7008 Export-Controlled Items

52.219-8 Utilization of Small Business Concerns

52.219-9 Small Business Subcontracting Plan

252.204-0007 Contract-wide: Sequential ACRN Order. (SEP 2009)

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SECTION J LIST OF ATTACHMENTS

QASP