

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4143		2. DELIVERY ORDER NO. HR0120		3. EFFECTIVE DATE ORIG 11/08/2005 MOD 11/03/2008		4. PURCHASE REQUEST NO. N61331-09-MR-30532		Rating DO-C9		
5. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 leslie.obrien@navy.mil 850-230-7473				CODE N61331		6. ADMINISTERED BY DCMA SURFACE COMMUNICATION AND SUPPORT SYSTEMS PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427				
7. CONTRACTOR L-3 Services, Inc. 13000 Route 73, Ste 400 Marlton NJ 08053-3408				CODE 1NPU4		FACILITY		8. DELIVERY DATE See Section F		
								9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)		
								SET ASIDE TYPE		
								10. MAIL INVOICES TO See Section G		
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY CODE HQ0337 DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266						
13. TYPE OF ORDER		D		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
L-3 Services, Inc.				Patricia G. O'Hagan Manager, Business Op						
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G										
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT		
See the Following Pages										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: Carol A Dreger				11/03/2008 CONTRACTING/ORDERING OFFICER		22. TOTAL \$20,621,923.00
SECTION	DESCRIPTION				SECTION	DESCRIPTION				
B	SUPPLIES OR SERVICES AND PRICES/COSTS				H	SPECIAL CONTRACT REQUIREMENTS				
C	DESCRIPTION/SPECS/WORK STATEMENT				I	CONTRACT CLAUSES				
D	PACKAGING AND MARKING				J	LIST OF ATTACHMENTS				
E	INSPECTION AND ACCEPTANCE									
F	DELIVERIES OR PERFORMANCE									
G	CONTRACT ADMINISTRATION DATA									

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GENERAL INFORMATION

AUTHORITY: 52.232-22 LIMITATION OF FUNDS.

The purpose of this modification is to exercise award term 3 for a period of performance continuing thru 7 May 2009 and provide \$1,000,000.00 incremental funding. Accordingly, said Task Order is modified as follows:

1. Section B CLIN 1400 award term exercised, period of performance continues thru 7 May 2009. Accordingly, block 22 is changed from \$17,348,802.00 by \$3,273,121.00 to \$20,621,923.00.

2. Add SUBCLIN 140002 for \$1,000,000.00 incremental funding. Cost: \$942,684.00 Fee: \$57,316.00. Section G is updated accordingly.

3. The TOTAL amount of funding obligated for this task order is changed as follows:

	From	By	To
Cost:	\$12,413,731.00	\$942,684.00	\$13,356,415.00
Fixed Fee:	\$763,710.00	\$57,316.00	\$821,026.00
Total CPFF:	\$13,177,441.00	\$1,000,000.00	\$14,177,441.00

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

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$1000000.00 from \$13177441.00 to \$14177441.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Program and technical Support of the Deployable Joint Command & Control System in accordance with the attached Statement of Work, CDRLs, and DD254				\$4,992,441.00
100001	Funding (RDT&E)	1.0 Lot	\$4,701,816.00	\$290,625.00	\$4,992,441.00
1200	Program and technical Support of the Deployable Joint Command & Control System in accordance with the attached Statement of Work, CDRLs, and DD254				\$6,060,536.00
120001	Funding (RDT&E)	1.0 Lot	\$5,712,924.00	\$347,612.00	\$6,060,536.00
120002	Incremental funding \$3,000,000.00 (RDT&E) (RDT&E)	1.0 Lot	\$0.00	\$0.00	\$0.00
120003	Incremental Funding \$1,000,000 (RDT&E) (RDT&E)	1.0 Lot	\$0.00	\$0.00	\$0.00
120004	Incremental Funding \$1,000,000 for tasks performed under sections 3.9 and 3.12 of the SOW. (OMN, N) (O&MN,N)	1.0 Lot	\$0.00	\$0.00	\$0.00
120005	Incremental Funding \$185,000 (RDT&E) (RDT&E)	1.0 Lot	\$0.00	\$0.00	\$0.00
1300	Program and technical Support of the Deployable Joint Command & Control System in accordance with				\$6,295,825.00

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the attached
Statement of
Work, CDRs, and
DD254

130001	exercise award term (RDT&E)	1.0 Lot	\$5,934,722.00	\$361,103.00	\$6,295,825.00
130002	Incremental Funding \$1,000,000.00 (RDT&E) (RDT&E)	1.0 Lot	\$0.00	\$0.00	\$0.00
130003	Incremental Funding \$1,000,000 (RDT&E)	1.0 Lot	\$0.00	\$0.00	\$0.00
130004	Incremental Funding \$1,000,000.00 for tasks performed under SOW para 3.2, 3.3, 3.4, 3.5, 3.6, 3.10, 3.11, 3.12, 3.15, 3.18, 3.19, 3.20 (OMN, N funding) (O&MN,N)	1.0 LH	\$0.00	\$0.00	\$0.00
1400	Program and technical Support of the Deployable Joint Command & Control System in accordance with the attached Statement of Work, CDRs, and DD254				\$3,273,121.00
140001	Exercise Award Term 3 (RDT&E)	1.0 Lot	\$3,085,441.00	\$187,680.00	\$3,273,121.00
140002	incremental funding \$1,000,000 (RDT&E)	1.0 Lot	\$0.00	\$0.00	\$0.00

EXERCISE OF OPTIONS

The Award Term provisions in Section H of the contract apply to option items 1200, 1300, and 1400. If elected, award term options will be exercised prior to the end of the then current contract year. For example, the option for Year 2 will be exercised prior to the end of Year 1, the option for Year 3 will be exercised prior to the end of Year 2, and so on. Exercise of options for performance beyond the expiration of the basic contract on 4 April 2009 is contingent on the basic contract being extended by the PCO.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

BASIC CONTRACT CLAUSE "HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)" IS INCORPORATED INTO THIS TASK ORDER.

STATEMENT OF WORK FOR

PROGRAM AND TECHNICAL SUPPORT OF

THE DEPLOYABLE JOINT COMMAND & CONTROL SYSTEM

DEVELOPMENT AND PRODUCTION

1.0 SCOPE

The Deployable Joint Command and Control (DJC2) System Joint Program Office (JPO) is pursuing an accelerated schedule for production and fielding of Increment I systems in order to achieve an IOC for Increment I no later than 2nd Quarter of FY2006. At the same time, the JPO is pursuing a Milestone B decision for Increment II by the 2nd Quarter of FY2006 and a Milestone C decision by 2nd Quarter of FY2008. Achieving successful milestone decisions for Increment II (a distinct and separate development program from Increment I) requires the completion of extensive statutory and regulatory program milestone documentation as required by DoD 5000.1/2, as well as the completion of other acquisition program documentation, procurement planning, and associated program tasks. Extensive contractor program support will be required to augment the JPO's limited staff and accomplish these efforts within the aggressive schedule constraints that have been established. Technical support requirements will include systems engineering and integration, program management, acquisition management, risk management, Congressional review support, program scheduling and planning, contract planning, Earned Value Management System (EVMS) support and Performance Measurement Plans, extensive briefing support, and the final development and staffing of requirements, specifications, planning documents, acquisition milestone documents, program plans, and concept documents that adequately describe the DJC2 Increment II system, its concept of operation and support. Contractor program support will also be required to develop Broad Agency Announcements (BAAs), Requests for Information, Requests for Proposals, and the preparation and conduct of Industry Days and Bidder's Conferences.

Contractor support is also required to assist the JPO in monitoring Increment I production efforts, spiral development and release, and Post Implementation Review (PIR) planning. Contractor support will also include close liaison with all Regional Combatant Commands (RCCs), Joint Forces Command (JFCOM) and Service Headquarters in obtaining critical feedback on planned testing, system requirements, system performance and system operational suitability.

2.0 APPLICABLE DOCUMENTS

- a. DJC2 Increment II Capabilities Design Document
- b. DJC2 Mission Need Statement
- c. DJC2 Increment II Acquisition Decision Memorandum
- d. DJC2 Increment II Analysis of Alternatives
- e. DJC2 Increment II Acquisition Strategy
- f. DJC2 Increment II Acquisition Program Baseline
- g. DJC2 Increment II Master Integrated Schedule
- h. DJC2 Systems Engineering Plan

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- i. DJC2 Increment II Risk Management Plan
- j. DJC2 Increment II Performance Measurement Plan
- k. DJC2 Increment II Documentation Campaign Plan
- l. DJC2 Post Implementation Review Plan
- m. Consolidated Acquisition Reporting System User Manual
- n. DJC2 Increment II Requirements Traceability Matrix
- o. ASN (RDA) Dashboard User Manual
- p. ISO 9000-2000
- q. Clinger-Cohen Act
- r. OMB Circular A-11
- s. DoD 5000 Series

3.0 REQUIREMENTS

The Contractor shall provide qualified personnel to assist the DJC2 JPO in accomplishing the tasks described in detail below. Work shall include extensive program and technical support to the DJC2 program within the engineering and DoD acquisition disciplines described in the following paragraphs.

3.1 The Contractor shall provide qualified engineering technical support to the DJC2 Systems Engineer and generate required documentation (specifications, descriptions, statements of objectives, performance work statements and drawings) necessary to specify system functionality and aid in the procurement of Increment II system development, demonstration and production services from industry. Technical support shall also be provided to the Systems Integrator in the procurement of equipment and components for the Increment II system. Personnel qualifications shall include recent operational experience in the establishment and operation of Joint Command and Control systems, and the construction and validation of test criteria. Contractor personnel assigned to this task shall support systems engineering and integration of numerous Top Secret applications and systems, and will be required to observe Top Secret applications using live feeds via the top secret Joint Worldwide Intelligence Communication System (JWICS).

3.2 The Contractor shall provide qualified acquisition management expertise and program support to the DJC2 Acquisition Program Manager. This support shall include the generation, update and execution of configuration management plans and tracking/facilitating the staffing of the acquisition milestone documentation required for Increment II Milestones B and C (to include the Acquisition Strategy, Acquisition Program Baseline, Cost Analysis and Requirements Document, Economic Analysis, Information Support Plan, Test and Evaluation Master Plan, and Clinger Cohen Compliance Document). Program support shall also include: development of Performance Measurement Plans/Measures of Effectiveness/Measures of Performance; preparation of input to EVMS, Integrated Master Schedule, and work packages; maintenance of documentation staffing schedules and timelines, coordination of formal documentation staffing, preparation of milestone briefings, issue papers, DON/OSD/Congressional data calls, and other written program materials; support of Acquisition Working Integrated Product Team (WIPT)/Integration IPT (IIPT)/Overarching IPT (OIPT) meeting planning and execution; coordination of Acquisition Team efforts; and support of the Acquisition Manager's OSD liaison efforts

3.3 The Contractor shall provide qualified technical analysts to support the update and maintenance of both the DJC2 Increment I and Increment II Integrated Master Schedules (IMS). These efforts shall include supporting the development/update of work packages and the Work Breakdown Structure (WBS), and supporting Earned Value Management (EVM) efforts. The Contractor shall also provide close liaison with NSWC-PC and monitor their performance as TDA for Increment I production and Increment II development.

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3.4 The Contractor shall provide qualified program support to the DJC2 Program Manager in the preparation and submission of Increment I and Increment II quarterly Defense Acquisition Executive Summaries to the OSD C3I Acquisition Directorate using the latest version of Consolidated Acquisition Reporting System (CARS) software. The first quarterly report shall be completed and submitted by 10 Nov 2005. The Contractor shall also produce quarterly Increment I and Increment II Dashboard reports for submission to ASN (RDA).

3.5 The Contractor shall provide qualified personnel to assist the DJC2 Business and Financial Manager in planning, programming, budgeting, and executing the DJC2 Increment I and Increment II programs and managing the consolidated spend plan.

3.6 The Contractor shall provide graphics and word processing support for briefing materials as required, and provide meeting rooms and at least three computer-equipped operating spaces for Government personnel at sites in Panama City, FL and Alexandria, VA.

3.7 The Contractor shall provide qualified technical personnel to participate in program-related meetings (such as GCCS-J and JC2 meetings) on behalf of the DJC2 Increment I and Increment II programs and provide summaries of those meetings to the JPO. The Contractor shall also provide a principal coordinator with the JC2 program office.

3.8 The Contractor shall develop a formal milestone documentation plan and provide weekly updates to the program office regarding the progression of documentation through formal DoN/OSD staffing. The Contractor shall coordinate activities with OSD, JFCOM and DoN principals and assist with the DJC2 acquisition documentation routing and approval process by hand carrying documents to appropriate approval authorities in the Washington D.C. area and incorporating directed changes.

3.9 The Contractor shall provide qualified technical personnel to support the development, maintenance and security of a Collaborative Digital Data Environment (CDDE) and all related hardware components, servicing approximately 600 remote users. The Contractor shall also host the DJC2 website, providing security and system redundancy required to maintain the website on a 24/7 basis, with minimal interruption of service.

3.10 The Contractor shall provide qualified personnel to support Risk Management efforts associated with DJC2 Increment I production and fielding and Increment II system development and demonstration, to include support of all Risk Management Board meetings. The Contractor shall provide a weekly DJC2 Risk Management Status Report, listing the status of all identified risk items for Increment I and Increment II.

3.11 The Contractor shall provide qualified personnel to support the development of Quality Assurance (QA) measures and documentation of those measures, in preparation for Increment I Full Rate Production. Work shall require DoD QA requirements and implementation of those requirements for DJC2 and/or other current major Command and Control systems, including ISO 9000 standards.

3.12 The Contractor shall provide qualified technical support to the DJC2 Acquisition Manager in coordinating the requirements and priorities of the various Regional Combatant Commands (RCCs) and JFCOM. Work requires operational experience with RCCs and JFCOM in the area of Command and Control systems. The Contractor shall assist with the successful fielding of DJC2 Increment I systems to the RCCs, including the coordination of system testing, delivery schedules, bed down locations, logistics support and the development of Standard Operating Procedures. The Contractor shall provide detailed weekly status reports and trip reports for each liaison visit to RCCs and JFCOM.

3.13 The Contractor shall provide expert level technical support to conduct high-level analyses of command and control developments and requirements, and provide extensive coordination with DoD Service Components and industry.

3.14 The Contractor shall provide support to the DJC2 Technical Director and Systems Engineer in contract planning and execution for Increment II. The contractor shall assist in the development of formal Broad Agency Announcements (BAAs), Requests for Information (RFI), Request for Proposal (RFP), and associated statements of objectives, statements of performance, contract clauses and schedules. The contractor will assist in the development of acquisition planning documentation to include the Acquisition Plan and Source Selection Plan, and provide administrative support as required to the source selection team.

3.15 The contractor shall provide subject matter expertise and consultative support in the review and update of

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selected technical management documentation including, but not limited to, Clinger-Cohen Act (CCA) and OMB Capital Asset Plan and Business Case (IT 300 Exhibit) compliance for DJC2. The contractor will assist the DJC2 JPO team as directed in the timely review, analysis, modification or improvement to documentation required for CCA compliance and IT-300 exhibits. The Contractor shall provide verbal or written recommendations regarding appropriate content, structure, and language to be used for consistency and accuracy among and between CCA and IT 300 related documents.

3.16 The contractor shall provide a Senior Analyst with an extensive background in Command and Control, a broad background in joint operations, and a current working knowledge of the headquarters structure at USJFCOM. The Senior Analyst shall function in Hampton Roads, ensuring that the JPO is fully informed of DJC2-related activity at USJFCOM and present JPO decisions/positions at the appropriate headquarters level within USJFCOM. The Senior Analyst shall ensure that the DJC2 Program Manager is informed of developing JFCOM issues in a timely manner. The Senior Analyst shall participate in the development and review of acquisition and operational documents supporting the fielding of the DJC2 systems. The final review and/or approval of all documentation rests with the DJC2 JPO. The Senior Analyst shall participate in the development of documents related to the test and evaluation of DJC2 systems and support the installation and delivery of the USJFCOM DJC2 system, as required. The Senior Analyst shall attend meetings, conduct daily coordination with DJC2 counterparts on the USJFCOM staff, participate in collaborative events for the planning of DJC2-related activities, and conduct DJC2 briefings, as appropriate, maintaining a DJC2 JPO presence in the Hampton Roads area. The Senior Analyst shall perform most assigned duties on-site at the USJFCOM Headquarters in Norfolk, VA, with periodic local travel to the USJFCOM JTASC in Suffolk, VA. The Senior Analyst shall conduct periodic travel to Panama City, FL and additional locations for participation in other DJC2-related activities, as designated by the DJC2 Program Manager or his staff. The Senior Analyst shall provide to the DJC2 Program Manager a weekly status report and summaries for each meeting or coordination session attended.

3.17 The Contractor shall facilitate the development and transition of critical C4I technology via the DJC2 project by assisting in the preparation, maintenance and review of DJC2 requirements and capabilities documents (e.g., Capability Definition Document (CDD) and Capability Production Document (CPD) and other requirements related plans and documents with the objective of meeting DJC2 Increment I Milestone C and DJC2 Increment II Milestone B criteria. The Contractor will be required to Interface with appropriate OSD, Joint Staff, Joint Forces Command, Regional Combatant Commander staff, other Service staff, and program office and engineering organizations to ensure that critical operational requirements and concerns are fully addressed. The Contractor shall participate in and support meetings of integrated product teams (IPTs), as directed, to address/act on requirements-related issues, coordinating with other contractor and government team members as required. The Contractor shall assist in the preparation, maintenance and review of DJC2 requirements and capabilities involving the DJC2 Maritime Variant (DJC2 MV or DJC2 Increment III), interfacing with appropriate OSD, Joint Staff, JFCOM, RCCs, U. S. Fleet Forces Command, Naval Network Warfare Command, Naval Warfare Development Command, other Service staffs, program offices and engineering organizations to ensure that critical operational requirements and concerns are fully addressed. In support of CNO (N71), the contractor shall provide DJC2 requirements development analysis and support services to ensure that the appropriate level of coordination is maintained between CNO (N71) program sponsors, PEO C4I and Space, the DJC2 JPO, JFCOM and other combatant commander staffs. The Contractor shall participate in and support the DJC2 project planning and guidance requirements IPT meetings. The Contractor shall provide Planning, Programming, Budgeting and Execution (PPBE) System support and analysis for the CNO (N71) with respect to DJC2 as required. Such support will include but not be limited to:

- Providing analysis for and assisting in the development of Program Budget Decision (PBD) reclaims, Congressional budget mark appeals, budget reduction impact statements, program deficiency statements, reprogramming actions/requests, Sponsor Program Proposal (SPP) presentations, Component Commander Issue Paper (CCIP) and Claimant Issue Paper responses, and other programming and budget documentation as required.

- Assisting with submission of the CNO (N61) Program Objective Memorandum (POM).

3.18 The contractor shall provide the following Cost Analysis Support, through completion of an Increment I Full Rate Production Decision Review:

- Maintenance of DJC2 Economic Analysis (EA) Models and Documentation

- Maintenance and updating of DJC2 Increment I MS C program cost model and associated documentation.

- Development of the Increment II MS B EA to include the EADP, CARD, LCCEs and Benefits Analysis.

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- Cost and Economic Support to the JPO
- Cost, economic and decisions analysis support to the JPO to include, but not be limited to:
 - Increment III excursions and risk analysis.
 - Running excursions within the current program economic model to evaluate and quantify the results and assess and quantify associated risks. In particular, focusing on high risk areas or areas of special interests (e.g., Comms, Personnel).
 - Application of decisions analysis tools and processes to facilitate design trade analysis, prioritization and specification.
 - Application of CAIV principles in preparation for production activities.

3.19 The Contractor shall provide program management support to the DJC2 JPO Systems Engineering and

Integration Working Integrated Product Team (SE&I WIPT). The contractor shall participate in DJC2 JPO Systems Engineering and Integration Working Integrated Product Team (SE&I WIPT) meetings scheduled by the JPO lead. Additional requirements for the Programmatic Support will include coordination with the other Deputy Acquisition Program Manager's (DAPM's) requirements for Logistics, Security, Software, Systems Engineering (SE), Systems Integration (SI), Technology Management (TM), and Test and Evaluation (T&E).

3.20 Extensive travel will be required during the performance of this delivery order. The following estimated trips are required for the accomplishment of those tasks cited in this SOW. Additional travel requirements are probable, but not yet identified. Contractor shall not exceed the \$374,132.00 estimated for travel during the period of this task order. Any destinations not included in the list below shall be approved by the Contracting Officer prior to travel being performed.

TO

Washington, DC

Norfolk, VA

San Diego, CA

Honolulu, HI

Stuttgart, Germany

Tampa, FL

Miami, FL

Charleston, SC

Doha, Qatar

Huntsville, AL

Fort Huachuca, AZ

Colorado Springs, CO

Panama City, FL

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Washington, D.C.

Suffolk, VA

Cambridge, UK

Tallahassee, FL

Tucson, AZ

Aberdeen, MD

San Antonio, TX

Camp LeJuene, NC

Eglin AFB, FL

Las Vegas, NV

Baltimore, MD

Kessler AFB, MS

Thailand

Sydney, Australia

Vicenza, Italy

4.0 GOVERNMENT-FURNISHED INFORMATION (GFI)

The Government will provide the Contractor access to all existing Government documents required to complete Increment II Milestone documentation and Increment I production documentation.

5.0 DELIVERABLES

All data shall be delivered in accordance with the attached Contract Data Requirements List, DD Form 1423, Exhibit A.

6.0 PERIOD OF PERFORMANCE

The period of performance of this Delivery Order shall be for one year from date of issuance of the task order.

7.0 SECURITY

The highest security classification for work under this delivery order is TOP SECRET. Provisions to access TOP SECRET information for the performance of this task are stated in the basic contract DD Form 254. Classified information shall not be transferred electronically or telephonically over unsecured nets. Safeguarding of classified data and information are defined in DoD 5520.22-M and DoD 5200.1-R. All unclassified portions of such data and information shall be defined as sensitive information and be protected under Public Law 100-235. Paragraphs 8.0 and 9.0 also apply to the protection of sensitive information regardless of the media on which it is stored.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this delivery order shall be marked with the following distribution statement on the cover and title page (if any):

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Distribution Statement D: Distribution authorized to Department of Defense and US DoD contractors only; Administrative/Operational Use (Date Statement). Other requests for this document shall be referred to the Program Manager, DJC2 Joint Program Office, Naval Surface Warfare Center Panama City, ATTN: Code DPJ, 110 Vernon Avenue, Panama City, Florida, 32407-7001.

Destruction Notice - For classified documents, follow procedures in DOD 5220.22 M, National Industrial Security Program Operating Manual, Chapter 5, Section 7 or DOD 5200.1 R, Information Security Program Regulation. For unclassified, limited documents, destroy by any method that will prevent disclosure of contents or reconstruction of the document.

9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the times to be delivered or services to be performed under this contract may not be disclosed by any means without proper approval of the authorized representative of the Contract Officer. Dissemination of public disclosures includes, but is not limited to: permitting access of such information by foreign nationals or by any other person or entity, publication of technical or scientific papers, advertising, or any proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The standards for performance, the acceptable quality level (AQL), performance monitoring plan and incentives are defined as follows:

Required Service Positive/Negative	Standard	AQL Requirement	Method of	Incentive
On time delivery reduction in if AQL requirement is	Delivered on or before due date	Delivered on time	Surveillance Technical POC verification of delivery	2% fixed fee not met
Quality of reduction in service if AQL requirement is	Acceptable quality with no rework required	No rework required	Technical POC review of service results	2% fixed fee not met
Completion of payment tasks within 10% of estimated cost	Satisfactory completion of all tasks within the estimated cost	Final price at or below estimated cost of the order	Review of final payment voucher	Incentive equal to underrun

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SECTION D PACKAGING AND MARKING

PACKAGING AND MARKING WILL BE TO BEST COMMERCIAL PRACTICES

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE WILL BE AT NAVAL SURFACE WARFARE CENTER PANAMA CITY FL.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

DELIVERIES

Delivery will be to:

Naval Support Activity Panama City

100 VERNON AVE

PANAMA CITY BEACH FL 32407-7018

PERIOD OF PERFORMANCE

The period of performance for the base period shall be from 8 November 2005 - 7 November 2006. There are three award term options, each with a period of performance as follows:

Second Year (Option 1): 8 November 2006 - 7 November 2007

Third Year (Option 2): 8 November 2007 - 7 November 2008

Fourth Year (Option 3): 8 November 2008 - 7 May 2009

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER

MR ROBERT B HUSTON, CODE RDPJ

NAVAL SURFACE WARFARE CENTER PANAMA CITY

110 VERNON AVE

PANAMA CITY FL 32407

robert.huston@navy.mil

Phone 850-235-5171

CONTRACT SPECIALIST

LESLIE OBRIEN, CODE XPS1

NAVAL SURFACE WARFARE CENTER PANAMA CITY

110 VERNON AVENUE

PANAMA CITY FL 32407

leslie.obrien@navy.mil

Phone (850) 230-7473

DEFENSE CONTRACT ADMINISTRATION (DCAA) OFFICE:

DCAA SOUTHERN NEW JERSEY BRANCH OFFICE

WOODCREST PAVILION

10 MELROSE AVE, SUITE 200

CHERRY HILL, NJ 08003

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers not more often than once a month. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

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Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

(1) Contract and delivery order number.

(2) Costs incurred and fixed fee billed.

(3) Direct labor hours by labor category.

(4) Other direct costs to be specified and substantiated.

(c) The contractor shall forward the original plus one copy of each voucher to the cognizant DCAA office, one copy to the NSWC PC Contract Specialist, and one copy to the Task Order Manager (TOM). DCAA will review, approve the vouchers for payment, and process the voucher to the payment office.

(d) The TOM will review his copy of the voucher and notify the NSWC PC Contract Specialist and DCAA of any deficiencies. DCAA will notify the Contract Specialist of the deficiency resolution.

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Accounting Data
SLINID  PR Number          Amount
-----
100001  52375217                5712412.00
LLA :
AA; 97X4930 NH1E 77777 0 000178 2F 000000 31DJA0513401
Funding for base year

MOD 9

120002  62778765                3000000.00
LLA :
AB 97X4930 NH1E 77777 0 000178 2F 0000000 31DJA06013401

MOD 13

120003  70536915                2000000.00
LLA :
AC 97X4930 NH1E 77777 0 000178 2F 0000000 31DJA0713001

MOD 14

100001  52375217                (719971.00)
LLA :
AA; 97X4930 NH1E 77777 0 000178 2F 000000 31DJA0513401
Funding for base year

120003  70536915                (1000000.00)
LLA :
AC 97X4930 NH1E 77777 0 000178 2F 0000000 31DJA0713001

120004  71076816                1000000.00
LLA :
AD 97X4930 NH1E 77777 0 000178 2F 0000000 31DJA06013401

120005  71088059                185000.00
LLA :
AE 1771319 57707 252 EA12W 068342 2D 96012Q 02174000VBX0

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Standard Number: AA: N0003907RXFH120
direct cite JON 3DDJA0713001

MOD 16

130002 72895360 1000000.00
LLA :
AC 97X4930 NHIE 77777 0 000178 2F 0000000 31DJA0713001

MOD 17

130003 73316115 1000000.00
LLA :
AF 1771319 54EE 252 EA13W 068342 2D 96012Q 03050000KVX0
Standard Number: AA: N0003907RXFU101
DIRECT CITE JON 3DDJA0700001

MOD 19

130004 81822924 1000000.00
LLA :
AG 97X4930 NHID 77777 0 061331 2F 0000000 31DJA0813011

MOD 20

140002 82833613 1000000.00
LLA :
AH: 97X4930 NHID 77777 0 061331 2F 0000000 31DJA0813001

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SPECIAL CONTRACT REQUIREMENTS APPLICABLE TO THIS ORDER ARE CONTAINED IN SECTION H OF THE BASIC CONTRACT.

AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Year 1, the contractor earns Year 2; if ratings are positive for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are negative for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the below "Award Term Plan".

AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria are as follows:

- Quality of product or service
- Schedule
- Cost control / achieving guaranteed savings
- Business Relations
- Management of Key Personnel

b. Ratings. The adjective ratings used are "unsatisfactory", "marginal", "satisfactory", "very good" and "exceptional". The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria will result in the incentive not being earned.

c. Evaluation Period. Each year of the order shall be equivalent to one (1) evaluation period. Interim evaluations will also be conducted as described below.

d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official.

(1) Assessing Official. The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor's performance.

(2) Performance Monitors. Performance monitors monitor the contractor's performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

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e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 15 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs with the ratings in the report, then the Assessing Official will finalize the ratings and close the report. If the contractor does NOT concur with ratings, then the Assessing Official will forward the report to the Reviewing Official. The Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the final day of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the option for the next year will not be exercised and the order will be ended.

h. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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SECTION I CONTRACT CLAUSES

Applicable Section I clauses are contained in the Basic MAC document.

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SECTION J LIST OF ATTACHMENTS

Contract Data Requirements List, DD Form 1423

DD Form 254 dated 2 November 2005