

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 38	3. EFFECTIVE DATE 04-Oct-2012	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 stuart.burman@navy.mil 850-636-6035	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA HUNTSVILLE BUILDING 4505, SUITE 301, MARTIN ROAD REDSTONE ARSENAL AL 35898-0001		CODE S0107A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) QINETIQ North America, Inc 890 Explorer Blvd. Huntsville AL 92056-2695		9A. AMENDMENT OF SOLICITATION NO.
CAGE CODE 59PM9 FACILITY CODE		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4096-HR01
		10B. DATED (SEE ITEM 13) 03-Apr-2006

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	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 checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Donald Bickford, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Donald Bickford (Signature of Contracting Officer)	16C. DATE SIGNED 04-Oct-2012
(Signature of person authorized to sign)			

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## GENERAL INFORMATION

The purpose of this modification is to change the Pay Office from Pay Office DODAAC: N62860 to Pay Office DODAAC: HQ0338. 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 increased from [REDACTED] by [REDACTED] to [REDACTED].

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	TECHNICAL ENGINEERING SUPPORT FOR THE DEVELOPMENT, CONDUCT AND SUSTAINMENT OF DEPLOYABLE JOINT COMMAND & CONTROL (DJC2) SYSTEM TRAINING AND INTERACTIVE ELECTRONIC TECHNICAL MANUALS (IETM) FOR THE IN-SERVICE ENGINEERING AGENT NAVAL SURFACE WARFARE CENTER PANAMA CITY. CLIN 1000 IS THE BASE YEAR AND IS GOOD FROM DATE OF AWARD THROUGH ONE (1) YEAR THEREAFTER. (TBD)					
100001	Informational Subclin for funding purposes only. Incremental funding in the amount of [REDACTED] is provided. (TBD)					
100002	Informational Subclin for funding purposes only. Incremental funding in the amount of [REDACTED] is provided. (TBD)					
100003	Informational Subclin for funding purposes only. Incremental funding in the amount of [REDACTED] is provided. (TBD)					
100004	Informational					

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Subclin for  
funding purposes  
only. Incremental  
funding in the  
amount of  
[REDACTED] is  
provided. (TBD)

100005 Informational  
Subclin for  
funding purposes  
only. Incremental  
funding in the  
amount of  
[REDACTED] is  
provided. (TBD)

100006 Informational  
Subclin for  
funding purposes  
only. Incremental  
funding in the  
amount of  
[REDACTED] is  
provided. (TBD)

100007 Informational  
Subclin for  
funding purposes  
only. Incremental  
funding in the  
amount of  
[REDACTED] is  
provided. (TBD)

100008 Informational  
Subclin for  
funding purposes  
only. Incremental  
funding in the  
amount of  
[REDACTED] is  
provided. (TBD)

1001 TECHNICAL  
ENGINEERING  
SUPPORT FOR THE  
DEVELOPMENT,  
CONDUCT AND  
SUSTAINMENT OF  
DEPLOYABLE JOINT  
COMMAND & CONTROL  
(DJC2)SYSTEM  
TRAINING AND  
INTERACTIVE  
ELECTRONIC  
TECHNICAL MANUALS  
(IETM)FOR THE  
IN-SERVICE  
ENGINEERING AGENT  
NAVAL SURFACE  
WARFARE CENTER  
PANAMA CITY. CLIN  
1001 IS FROM THE

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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END OF THE BASE  
YEAR THROUGH ONE  
(1) YEAR  
THEREAFTER. (TBD)

100101 Incremental  
funding in the  
amount of  
██████████  
(TBD)

100102 Incremental  
funding in the  
amount of  
██████████.  
(TBD)

100103 Incremental  
funding in the  
amount of  
██████████  
(TBD)

100104 Incremental  
funding in the  
amount of  
██████████  
(TBD)

100105 Incremental  
funding in the  
amount of  
██████████  
(TBD)

1002 TECHNICAL ██████████ ██████████ ██████████ ██████████ ██████████  
ENGINEERING  
SUPPORT FOR THE  
DEVELOPMENT,  
CONDUCT AND  
SUSTAINMENT OF  
DEPLOYABLE JOINT  
COMMAND & CONTROL  
(DJC2) SYSTEM  
TRAINING AND  
INTERACTIVE  
ELECTRONIC  
TECHNICAL MANUALS  
(IETM) FOR THE  
IN-SERVICE  
ENGINEERING AGENT  
NAVAL SURFACE  
WARFARE CENTER  
PANAMA CITY. CLIN  
1002 IS FROM THE  
END OF OPTION  
1001 THROUGH ONE  
(1) YEAR  
THEREAFTER. (TBD)

100201 Incremental  
funding in the  
amount of  
██████████

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(TBD)

100202 Incremental  
funding in the  
amount of  
██████████ (TBD)

100203 Incremental  
funding in the  
amount of  
██████████ (TBD)

100204 Incremental  
funding ██████████  
PR 82674154 (TBD)

100205 Incremental  
funding ██████████  
PR 83055876 (TBD)

100206 Incremental  
funding ██████████  
PR 83381970 (TBD)

100207 Inremental  
Funding ██████████  
PR# 90624771  
ACRN: AM (TBD)

1003 TECHNICAL ██████████ ██████████ ██████████ ██████████ ██████████  
ENGINEERING  
SUPPORT FOR THE  
DEVELOPMENT,  
CONDUCT AND  
SUSTAINMENT OF  
DEPLOYABLE JOINT  
COMMAND & CONTROL  
(DJC2) SYSTEM  
TRAINING AND  
INTERACTIVE  
ELECTRONIC  
TECHNICAL MANUALS  
(IETM) FOR THE  
IN-SERVICE  
ENGINEERING AGENT  
NAVAL SURFACE  
WARFARE CENTER  
PANAMA CITY. CLIN  
1003 IS FROM THE  
END OF OPTION  
1002 THROUGH ONE  
(1) YEAR  
THEREAFTER. (TBD)

100301 Incremental funds  
██████████  
PR# 90624776  
(TBD)

100302 Incremental Fund  
██████████  
PR# 90971511  
ACRN: AM (TBD)

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100303 Incremental Fund

██████████  
PR# 91663296  
ACRN: AM (TBD)

100304 Incremental Fund

██████████  
PR# 92090724  
ACRN: AM (TBD)

100305 Incremental Fund

██████████  
PR# 92191815  
ACRN: AM (TBD)

100306 Incremental Fund

██████████  
PR# 00543446  
ACRN: AQ (TBD)

1004 TECHNICAL ██████████ ██████████ ██████████ ██████████ ██████████  
ENGINEERING  
SUPPORT FOR THE  
DEVELOPMENT,  
CONDUCT AND  
SUSTAINMENT OF  
DEPLOYABLE JOINT  
COMMAND & CONTROL  
(DJC2)SYSTEM  
TRAINING AND  
INTERACTIVE  
ELECTRONIC  
TECHNICAL MANUALS  
(IETM)FOR THE  
IN-SERVICE  
ENGINEERING AGENT  
NAVAL SURFACE  
WARFARE CENTER  
PANAMA CITY. CLIN  
1004 IS FROM THE  
END OF OPTION  
1003 THROUGH ONE  
(1) YEAR  
THEREAFTER. (TBD)

100401 Incrementally  
Fund ██████████  
PR# 00968909  
ACRN: AR (TBD)

100402 Incrementally  
Fund ██████████  
PR# 02356328  
ACRN: AR (TBD)

100403 Incrementally  
Fund ██████████  
PR# 02448555  
ACRN: AS (TBD)

100404 Incrementally  
fund ██████████ PR#  
10143536 ACRN: AT  
(O&MN,N)

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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Other Direct Cost - Travel [REDACTED] and Materials [REDACTED] for the Second Award Term. (OTHER)	1.0	LO	[REDACTED]
300001	INCREMENTAL FUNDING [REDACTED] PR 82674155 (OTHER)			
300002	INCREMENTAL FUNDING [REDACTED] PR 83055882 (OTHER)			
300003	INCREMENTAL FUNDING [REDACTED] PR 83381969 (OTHER)			
300004	INCREMENTAL FUNDING [REDACTED] PR# 90624768 ACRN: AN (OTHER)			
6000	Other Direct Cost - Travel and Materials for the Third Award Term. (OTHER)	1.0	LO	[REDACTED]
600001	Incremental funds [REDACTED] PR 90838605 (OTHER)			
600002	Incremental funds [REDACTED] PR 90624770 (OTHER)			
600003	Incremental Fund [REDACTED] PR# 90971512 ACRN: M (OTHER)			
600004	Incremental Fund [REDACTED] PR# 91286201 ACRN: AM (OTHER)			
600005	Incremental Fund [REDACTED] PR# 92090725 ACRN: AM (OTHER)			
600006	Incremental Fund			



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██████████  
PR# 92191817  
(OTHER)

600007 Incremental Fund

██████████  
PR# 00543447  
ACRN: AQ (OTHER)

6001 Other Direct Cost                    1.0 LO                    ██████████  
- Travel and  
Materials for the  
Fourth Award  
Term. (OTHER)

600101 Incrementally  
Fund ██████████

PR# 00968907  
ACRN: AR (OTHER)

600102 Incrementally  
Fund ██████████

PR# 02438472  
ACRN: AS (OTHER)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

4 January 2006

DEVELOPMENT, CONDUCT AND SUSTAINMENT OF DEPLOYABLE JOINT COMMAND & CONTROL (DJC2)

SYSTEM TRAINING AND INTERACTIVE ELECTRONIC TECHNICAL MANUALS (IETM) FOR THE IN-SERVICE ENGINEERING AGENT NAVAL SURFACE WARFARE CENTER PANAMA CITY.

### 1.0 SCOPE

The Naval Surface Warfare Center, Panama City, FL has been tasked by the Joint Program Office (JPO) to support the Deployable Joint Command and Control (DJC2) System program in the roles of In-Service Engineering Agent (ISEA) and Hardware Support Activity (HSA). This joint, high priority capability is required to support Joint Force Commanders in executing command and control (C2) of Joint Task Force (JTF) operations. DJC2 is a critical Acquisition Category (ACAT) IAM program with the goal of providing each Global Combatant Commander (GCC) with a standardized, core C2 capability that can be tailored to meet the needs of any JTF and adapted to facilitate air-, land-, and sea-based operations. DJC2 is a complex acquisition program involving not only new technology, but also the utilization and integration of numerous systems, software and hardware products and processes from multiple Services and other Agencies.

DJC2 is a "system of systems" consisting of hardware, software applications, databases, networks and communications support systems. It has interfaces to U.S. National, Allied, Coalition (multinational), and Joint organizations, and reach back support systems and sources of information, procedures, and personnel. The system is horizontally and vertically integrated across lateral components, JTF, theater, and national-level commands and agencies.

The program employs a spiral development process in order to take advantage of technology upgrades and evolving non-developmental military and commercially available equipment. DJC2 development leverages the capabilities of existing C2 systems, Advanced Concept Technology Demonstrations (ACTD), and other advanced technology projects. Joint Global Command and Control System (GCCS-J) is the software baseline for Increment I. DJC2 has achieved Milestone C approval for Increment 1 and plans to attain Full Rate Production (FRP) approval with goals of Initial Operational Test and Evaluation (IOILS) and Initial Operational Capability (IOC) in FY06.

One DJC2 System consists of a 60-seat core of various C4I subsystems and networks, with accompanying infrastructure ((IS – tents, power supplies, environmental controls, etc.). In addition to IS components, a fully fielded DJC2 system will include information technology (IT) components, such as communications equipment, government C2 and commercial office automation and collaboration software applications; and operator workstations, displays, intercommunications, local area networks, and access to wide area networks.

Systems with the Increment 1.0 configuration have already been delivered to JFCOM and SOUTHCOM. Deliverables during the first year of this contract include PACOM and EUCOM systems; it is anticipated they will be Increment 1.1/1.2 configurations.

### 1.1 PURPOSE

NSWC PC requires the development and revision of training materials and curricula, and conducts training for DJC2 support personnel. This effort includes work required to deliver the training content to personnel staffing the DJC2 for GCCs. NSWC PC has also been tasked as the Technical Design Agent for DJC2 IETMs. Services include technical research, program planning, and development of accurate logistics support products to assist the ISEA and Logistics Manager with support to DJC2. The major focus of this effort will be to integrate the Independent Logistics Assessment (ILA) Findings, Engineering Change Proposals, and lessons learned through Initial Operational Test and Evaluation (IOT&E) into documentation. Additionally, the update of the SGML

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IETMs that will be in a new Aerospace Industries of America specification (AIA S1000D), in accordance with the OSD Directive, will be required. The support effort includes activities attributed to system acquisition documentation development and life cycle maintenance to existing documentation.

## 2.0 APPLICABLE DOCUMENTS

The DJC2 program follows current acquisition regulations, business practices, and document requirements contained in the applicable Federal Acquisition Regulations (FARs) and DoD 5000.2 series of publications. Unless otherwise specified, all deliverables to be provided by the contractor shall be in compliance with the format and guidance specified in the United States Government Printing Office Style Manual and the ASDSD S1000D specification. The following documents form a part of this SOW to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this SOW, the contents of this SOW shall take precedence.

### 2.1 Military Specifications

(a) MIL-DTL-81919 Manuals, Technical: Support Equipment; Preparation of (Work Package Concept)

(b) MIL-DTL-81927 Manuals, Technical: Work Package Style, Format and Common Technical Content Requirements; General Specification for (Work Package Concept)

(c) MIL-DTL-81929 Manuals, Technical: Illustrated Parts Breakdown; Preparation of (Work Package Concept)

(d) MIL-M-24784 Manual, Technical, Equipments and Systems Content, Requirements for

(e) MIL-PRF-49506 Performance Specification Logistics Management Information, 12 November 1996 (supersedes MIL-STD-1388-2B)

### 2.2 Military Standards:

(a) MIL-STD-1840 Automated Interchange of Technical Information, revision C, 26 June 1997

(b) MIL-STD-2525B Common Warfighting Symbology, 30 January 1999

### 2.3 Other Documents:

(a) MIL-HDBK-29612 Part 1A Guidance for Acquisition of Training Data Products and Services, 31 August 2001.

(b) MIL-HDBK-29612 Part 2A Instructional Systems Development/Systems Approach to Training and Education, 31 August 2001

(c) MIL-HDBK-29612 Part 3A Development of Interactive Multimedia Instruction (IMI), Department of Defense Handbook, 31 August 2001

(d) MIL-HDBK-29612-4A Department of Defense Handbook, Glossary for Training, 31 August 2001

(e) MIL-HDBK-29612 Part 5 Advanced Distributed Learning (ADL) Products and Systems, 31 August 2001

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- (f) ASD S1000D International Specification for Technical Publication (utilizing a common source database)
- (g) DoDD 5000.1 The Defense Acquisition System, 12 May 2003
- (h) CJCSI 3020.01 Managing, Integrating, and Using Joint Deployment Information Systems, 30 May 2000
- (i) CJCSI 6212.01B Interoperability and Supportability of National Security Systems, and Information Technology Systems, 8 May 2000
- (j) CJCSI 3170.01C Joint Capabilities Integration and Development System, 24 June 2003
- (k) MIL-HDBK-470 Designing and Developing Maintainable Products and Systems, vol I and vol II, 04 August 1997
- (l) MIL-HDBK-502, Not 1 Acquisition Logistics Handbook, 20 Jan 05
- (m) MIL-HDBK-217F(2) Reliability Prediction of Electronic Equipment, 28 February 1995
- (n) Operational Requirements Document for Deployable Joint Command & Control (DJC2) System, ACAT IAM, 29 July 2003
- (o) System/Subsystem Specification for the Deployable Command and Control (DJC2) System, Spirals 1, Ver. 1.1, 28 March 2005
- (p) TEIN J1666, Deployable Joint Command and Control (DJC2) Test and Evaluation Master Plan (TEMP), ACAT IAM, 22 October 2004
- (q) Concept of Operations for the Deployable Joint Command and Control (DJC2), Draft Deployable Joint Command & Control (DJC2) Program Product Support Management Plan (PSMP), v.3, 29 October 2004
- (r) N6-JTSP-J-70-0408, Joint Training Systems Plan and Manning Requirements Document for the Deployable Joint Command and Control System, August 2004
- (s) DJC2-01-04 DJC2 Interactive Electronic Technical Manual (IETM) Technical Manual Contract Requirement (TMCR), December 2004
- (t) NSWPC-QMP-DJC2 Quality Management Plan for the Deployable Joint Command & Control (DJC2) Program, 20 October 2004 DRAFT
- (u) Capability Production Document (CPD) for Deployable Joint Command & Control (DJC2) Version 1.0

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Increment I Spirals 1.0, 1.1, 1.2, 1.3 and 1.4, 3 November 2004

### 3.0 REQUIREMENTS

A front-end training analysis was performed for DJC2 under a previous contract. Contractor support is required to revise existing training products and IETMs for the DJC2 Increment 1.0 configuration based upon that analysis (provided as Government Furnished Information), as well as comments and lessons learned from testing and delivery events, field user feedback, scheduled review meetings, Engineering Change Proposals (ECPs), Publication Change Directives (PCDs) or Technical Publication Deficiency Reports (TPDR). The contractor shall upgrade existing training products and IETMs and produce new training and IETM content in conjunction with planned upgrades of software and hardware for current and future system configurations. These activities are to support fielding and deliveries for Initial Operational Test and Evaluation (IOT&E), Initial Operational Capability (IOC) and post-IOC life cycle. All tasking will include the development of new documentation or revisions to existing documentation. The ILS Training and IETM POC for this SOW is Mr. Jim Hans, (850) 235-5738.

#### 3.1 TASK # 1 – LOGISTICS MANAGEMENT AND PLANNING

The contractor shall provide program management and technical expertise to support ILS planning to the ILS Tech POC throughout the period of performance. Specific tasking includes:

- (a) Attendance at bi-weekly DJC2 ILS Team meetings, recording decisions and action items, and preparing minutes. Attending off-site ILS meetings as the ILS Tech POC's representative in a non-decision making role only, recording decisions and action items, and preparing minutes of such meetings [CDRL A001];
- (b) Preparing briefings for ILS meetings, In-Process Reviews (IPRs) and design reviews, as needed [CDRL A002];
- (c) Researching and providing input to answers to JPO queries concerning DJC2 logistics support issues; Evaluating IOT&E lessons learned for impact; Resolving issues to mitigate risks regarding logistics support [CDRL A003];
- (d) Supporting the scheduling of the mobile training team for sustainment and delivery events;
- (e) Preparing digital video discs (DVD) and compact discs (CD) for delivery of IETMs, SAG, MSDS Sheets and Vendor Manuals for scheduled DJC2 system deliveries [CDRL A004].

##### 3.1.1 Logistics Program Documentation

The contractor shall support the revision of existing program training documents, official messages and memoranda. The contractor shall revise the Joint Training Systems Plan (JTSP) and Manning Requirements documents, and other plans in preparation for IOC and FRP, as directed by the ILS Tech POC. Initial submittal of each plan to be revised is due within 30 days after need for revision is known; the government shall have 10 working days to review and comment. The contractor shall incorporate comments and deliver a final version within 10 working days after receipt of comments. [CDRL A005]

#### 3.2 TASK # 2 – TRAINING MATERIAL DEVELOPMENT AND REVISION

The contractor shall upgrade existing training and develop new products in response to modified DJC2 system capabilities or identified shortfalls in the current training package 10 days before all scheduled training events. The contractor shall use non-propriety development and maintenance software tools for all training deliverables. All tools that are utilized in training material development and sustainment shall be already part of the DJC2 training configuration. Training Material to include Formal Delivery Training, Sustainment Training and Web Based Training must be consistent with the informational content described in the IETMS. All course materials shall be developed using MIL-HDBK-29612-2A, 2B, 3A, 4A and 5 as guidance for consistency and compliant with the Sharable Courseware Object Reference Model (SCORM). [CDRL A006]

##### 3.21 Web Based Training

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The contractor shall upgrade existing Web Based Training (WBT) modules and develop new modules and sustain them in accordance with MIL-HDBK-29612-3A and in compliance with SCORM and provide them to the government 10 days before the scheduled training events. Approximately 75 WBTs exist now and up to 20 new WBTs may be required in a 12-month period. [CDRL A006]

### 3.2.2 Job Aids

The contractor shall upgrade existing job aides and develop new products in response to modified DJC2 system capabilities or identified shortfalls and provide to the Government 10 days before the scheduled training events. Approximately 61 job aids exist now and up to 20 new aids may be required in a 12-month period. [CDRL A006]

## 3.3 TASK # 3 – TRAINING PROGRAM SUPPORT

### 3.3.1 Formal Delivery Training

The contractor shall conduct instructor-led DJC2 training for DJC2 Systems at NSWC PC and elsewhere as directed in preparation for DJC2 system delivery. The duration of training is currently envisioned to be 25 days of classroom and tent training in a DJC2 field environment per event. This training shall include all aspects of a fielded DJC2 capability to include infrastructure, network administration, systems administration, communications deployment, setup, operations, teardown, redeployment, and organizational level maintenance. Maximum use of hands-on, practical-application methodologies shall be made. The 25-day training period shall include a 5-day non-timed practical exercise demonstrating the capability of the DJC2 System Support Team (DSST) to disassemble and pack the system for tactical deployment, then unpack and assemble the system to the Early Entry (EE) and then to the Core configuration. Three 60-seat deliveries are anticipated in the first period of performance, then 2 to 4 annually. The contractor shall reserve external training classrooms when appropriate accommodations are not available at the designated DJC2 system delivery site. The contractor shall provide each student (estimated 30 students per training period) with the following materials: [CDRL A007]

- Lesson Plan and Schedule
- Student Notebook with Handouts

### 3.3.2 Sustainment Training

The tactical deployment of DJC2 may require unscheduled, short notice proficiency training to prepare Fleet system operators and DSST for the deployment. The DJC2 JPO will respond rapidly to a requirement for “just-in-time training” by developing and coordinating an appropriate training plan with the GCC, which the contractor will then implement. This training will be tailored to address specific mission requirements, and its execution will likely entail flying away a short-fused Mobile Training Team (MTT) composed of the best government and contractor SMEs available. The contractor shall conduct JIT training as needed. The contractor shall reserve external training classrooms when appropriate accommodations are not available at the designated deployment site. The contractor shall provide each student (estimated 30 students per training period) with the following materials: [CDRL A007]

- Lesson Plan and Schedule
- Student Notebook with Handouts

## 3.4 TASK # 4 – IETM DEVELOPMENT AND MAINTENANCE

The contractor shall be responsible for developing and maintaining level 3 DJC2 IETMs in accordance with standards and specifications outlined in this SOW. The contractor shall update the existing IETMs based on changes from Engineering Change Proposals (ECPs), Publication Change Directives (PCDs), and/or Technical Publication Deficiency Reports (TPDRs). The contractor shall update the IETMs to be in compliance with OSD Directive for ASD S1000D format. The contractor shall use non-proprietary development and maintenance software tools for all IETM deliverables. The contractor is responsible for obtaining and maintaining various COTS manuals that will form a part of the IETM. A copyright release shall be provided by the contractor for each COTS

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manual that will support the system. Four IETMs are currently under development; one new IETM has been identified at this time.

Contractor and government personnel will coordinate to validate and verify IETMs before final delivery. The contractor is responsible for certifying that the final IETM has been validated and that it conforms to all requirements. The contractor shall provide technical writing and engineering personnel knowledgeable of the equipment to support all IPRs and Validation and Verification (V&V) efforts. The government and the contractor will jointly establish the timing of the IPRs and V&V, and the government shall have final approval authority for the schedule. The government is responsible for certifying that the final IETM has been verified. The contractor shall provide an IETM Validation Certificate to the government prior to reproduction and distribution of the final IETM. The contractor shall provide the government with access to in-process deliverables and final IETM products (see section 4.0). [CDRL A008]

#### 3.4.1 System Administration Guide (SAG)

The existing DJC2 SAG (v. 1.0.02, August 2005) is a paper version with instructions on how the various DJC2 networks are to be managed. The contractor shall be responsible for updating the DJC2 SAG as the system configuration changes. The contractor shall present his recommendations for format and structure changes at a review within 30 days of contract award. After approval, the contractor shall develop a level 3 IETM of the SAG [CDRL A009]. A draft version shall be delivered within 90 days of approval; the government will have 10 working days to review and comment. The SAG IETM will be validated and verified IAW para. 3.10 above.

#### 3.5 TASK # 5 – MONTHLY STATUS REPORT (MSR)

The contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report his progress monthly. MSRs shall be delivered by the 15th day of each month starting the first complete month after award [CDRL A010]. The MSR shall include the following topics:

- Narrative summary of the work performed and results obtained
- Anticipated activities for the following month
- An explanation of deviations from the last month's projections
- Current or projected problems and issues being worked by the contractor
- Current or projected problems and issues requiring government attention
- Trip Reports for travel performed including highlights/summary of technical discussion(s), action items and a list of attendees

#### 3.5.1 Monthly Earned Value Management (EVM) Reporting

The contractor shall provide an annual spend plan (graphical and tabular) for the duration of the contract broken down by month with his first monthly status report. There shall be a separate spend plan for each task specified in section 3.0 of the SOW or as directed by the government contracting officer representative.

NSWC PC is using EVM to track project spending and execution. Tasks in the SOW are linked to EVM work packages. Cost proposals must be broken out by task specified in section 3.0 of the SOW or as directed by the government contracting officer representative. The contractor shall report actual costs in dollars expended each month and the "value of the work completed" in the same monthly period by task. The "value of the work completed" is the amount of work actually accomplished, in dollars, at that point in the schedule of planned work. In other words, if all efforts in a task scheduled for a given month were completed, then the "value of the work completed" would equal the estimate in the spend plan. If only half of the work were completed, then the "value of the work completed" would be half the estimate in the spend plan. The contractor shall submit his EVM report in conjunction with the MSR.

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The contractor shall also report total labor hours by labor category each month, by task, as above. Travel expenses shall also be reported each month by task. MSR and EVM reports may be emailed to the Tech POC and his designated representative, as shown in CDRL A013.

### 3.6 TRAVEL

Travel by contractor personnel to military installations and test sites inside and outside CONUS will be required during performance of the tasks associated with this SOW. At a minimum, the contractor should plan for the following travel:

- One trip by 6 persons for 30 days each from Panama City to Miami, FL
- One trip by 5 persons for 30 days from Panama City to Oahu, HI
- One trip by 5 person for 30 days from Panama City to Norfolk, VA
- One trip by 5 person for 30 days from Panama City to Stuttgart, Germany

### 3.7 PLACE OF PERFORMANCE

The primary place of performance for this task will be Panama City, FL. Access to government workspaces, including those where DJC2 systems integration is being conducted, will be provided upon presentation of standard visit requests (see section 4.0). The contractor is required to provide 90% of DJC2 training and IETM team members on site in its own facilities within 30 miles of NSWC PC for the duration of the contract.

### 3.8 QUALITY MANAGEMENT

The DJC2 TDA believes that to execute the DJC2 program successfully, products and services that meet or exceed customer requirements and expectations must be consistently provided. Success can be achieved by implementing a quality management system that is designed around ensuring customer satisfaction and continually improving performance. The Quality Management Plan defines the scope of the DJC2 quality management system, establishes the quality policy and objectives, outlines the structure of the quality system, and describes the interaction between processes.

The Quality Policy of the DJC2 program is to ensure system compliance with the DJC2 ORD and Capabilities Production Document (CPD) and to continually improve the effectiveness of the Quality Management System to support and enhance the evolutionary acquisition strategy of delivering high quality DJC2 functionality to meet the RCC's operational C2 requirements for their assigned missions.

The Quality Management System (QMS) encompasses elements of the ISO-9001: 2000 standard and applies to all products and services. The contractor shall observe QMP provisions throughout the DJC2 service life cycle as evolving system configuration changes may require.

### 4.0 GOVERNMENT FURNISHED PROPERTY

#### 4.1 GOVERNMENT FURNISHED INFORMATION (GFI)

The contractor will be provided with any information required to complete the requirements of this delivery order to include existing training material, WBTs and IETM source data for development and sustainment within 5 days of contract award. Military standards and specifications and other documents are available through ASSIST (<http://assist.daps.dla.mil/>). Programmatic documents can be provided for proposal development purposes; request should be made to the NSWC PC contracting office. All GFI including source code shall be returned at the conclusion of the delivery order POP, unless earlier return is required. Contractor access to classified files shall be coordinated at least 24 hours in advance with the ILS Tech POC.

#### 4.2 GOVERNMENT FURNISHED EQUIPMENT (GFE)



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A significant amount of government owned equipment is used to support this task. The equipment suite was developed under previous contracts. A list of GFE is attached as Enclosure (1). The equipment will be turned over to the Seaport-e contractor via Fm 1149 within 10 days of award.

#### 4.3 ACCESS TO GOVERNMENT FACILITIES

Contractor personnel will require access to Buildings 544 and 371, including general spaces, and especially rooms 131, 132, 139, 140 in Building 544, during normal working hours (Mon-Fri 0800-1600 excluding Federal Holidays) and possibly on weekends or holidays during periods of high productivity, always under government oversight. Access is controlled by programmable proximity cards, which will be supplied by the government. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to the Buildings 544 and 371 facility managers within 5 days of award.

Contractor personnel will require access to the DJC2 DET-G staging area in the development of field operations documentation and to offsite delivery locations during normal working hours (Mon-Fri 0800-1600) and possibly on weekends as requested by government personnel. Access procedures will be provided to the contractor after award.

#### 5.0 DELIVERABLES

All data deliveries under this delivery order shall be in accordance with the attached DD Form 1423s. All data deliverables to be provided by the contractor shall be in compliance with the format and guidance specified in the DoD 5000.2 series, as applicable, or as specified in the task description.

#### 6.0 PERIOD OF PERFORMANCE

The initial period of performance shall be from award to 30 January 2007, with four award term periods of 12 months each that can be earned by satisfactory or better performance.

#### 7.0 SECURITY

Support of this SOW will require access to classified information or material and spaces, up to and including TOP SECRET. Documents generated under this contract will be UNCLASSIFIED. However, in order to conduct training and have access to DJC2 systems and networks, all personnel assigned to this task will require at least a SECRET clearance. All data or documentation supplied to the contractor by the government or generated under this delivery order shall be protected as sensitive information as defined under Public Law 100-235-Jan. 8, 1988. 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 carry the following Distribution Limitation Statement. Word-processing files shall have the statements included in the file such that the first page of any resultant hard copy shall display the statements. Additionally, each diskette delivered shall be marked externally with the statements and proper security classification.

DISTRIBUTION AUTHORIZED TO U.S. GOVERNMENT AGENCIES ONLY;  
ADMINISTRATIVE/OPERATIONAL USE (CONTRACTOR INSERT DATE STATEMENT APPLIED). OTHER  
REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO THE COMMANDING OFFICER, NAVAL  
SURFACE WARFARE CENTER PANAMA CITY, ATTN: CODE R14, 110 VERNON AVENUE, PANAMA CITY,  
FL 32407-7001.

DESTRUCTION NOTICE - For Classified Documents, follow the 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.

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Any document or portion thereof carrying the above statement must be submitted to NSWC PC and be approved for public release prior to any public display or presentation.

#### 9.0 RELEASE OF INFORMATION

All technical data provided to and/or developed by the contractor shall be protected from public disclosure in accordance with the markings thereon. All other information relating the items to be delivered or services to be performed under this contract shall not be disclosed by any means without prior written approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or such other persons or entities; publication of scientific or technical papers, advertising or any other proposed public release. The contractor shall provide adequate 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 incentive for superior performance is contained in the task order (award term provisions). The Government Technical POC will report the quality of performance to the PCO at the completion of the order or sooner if required to correct less than satisfactory performance.

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## **SECTION D PACKAGING AND MARKING**

Packaging and Markings shall be to best commercial practices.

SHIP TO:

All deliverable items shall be shipped to:

Naval Support Activity Panama City

Attn: Receiving Officer

101 Vernon Avenue

Panama City FL 32407

FOB: DESTINATION

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance of deliverables will be by Government personnel at (Destination) Naval Support Activity Panama City.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

Deliveries shall be FOB Destination Panama City Beach Florida. The combined period of performance shall be from award through 5 Apr 2011.

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**SECTION G CONTRACT ADMINISTRATION DATA**

Contract Specialist

Stuart Burman, B32

110 Vernon Ave.

Panama City, FL 32407

[stuart.burman@navy.mil](mailto:stuart.burman@navy.mil)

850-636-6035

-----

Task Order Manager

Teresa Floore

110 Vernon Avenue

Panama City, FL 32407-7001

[teresa.floore@navy.mil](mailto:teresa.floore@navy.mil)

850-235-5861

CEILING FUNDING AND TASK ORDER TABLES

A) THE CEILING FOR THIS TASK ORDER IS AS FOLLOWS:

	FROM	BY	TO
FUNDED COST	[REDACTED]		
FUNDED FEE	[REDACTED]		
FUNDED COST (ODC)	[REDACTED]		
TOTAL CPFF	[REDACTED]		

=====  
=

WAWF Codes:

Type of Document: Cost Voucher (cost reimbursable)

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DODAAC codes:

Issue DODAAC: N61331  
Admin DODAAC: N61331  
Pay Office DODAAC: HQ0338  
Inspector DODAAC: N61331  
Service Acceptor DODAAC: N61331  
Service Approver DODAAC: N61331  
Ship to DODAAC: N61331  
DCAA DODAAC: N/A  
LPO DODAAC: LEAVE BLANK  
Inspection Location: N61331  
Acceptance Location: N61331

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers not more often than once a month for each individual task order, no more than 30 days after invoiced costs are incurred. 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

-----

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 two copies of each voucher to the cognizant DCAA office and one copy to the Contracting Officer's Representative (COR). DCAA will review and approve the vouchers for payment and forward them to the Contracting Officer (CSS Code XPS2). (The contractor shall make necessary provisions for DCAA to forward the vouchers to the Contracting Officer, such as a pre-addressed stamped envelope). The Contracting Officer will then approve the vouchers and forward them to the cognizant paying office for payment.

(d) If the contractor has explicit authorization from DCAA for direct submission of public vouchers, the original plus two copies may be forwarded directly to the Contracting Officer instead of DCAA. Depending on DCAA requirements, the first and final vouchers for each delivery order may still need to be approved by DCAA before being forwarded to the Contracting Officer. If required, the contractor shall forward the original and two copies of the first and final vouchers to the cognizant DCAA office instead of the Contracting Officer, and make provisions for DCAA to forward the approved vouchers to the Contracting Officer.

(d) The Contracting Officer will certify all approved vouchers and forward them to the cognizant paying office for

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payment.

(e) The COR will review his copy of the voucher and notify the Contracting Officer of any deficiencies. The Contracting Officer will be responsible for taking an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

Accounting Data  
 SLINID PR Number Amount  
 -----  
 100001 53543001 [REDACTED]  
 LLA :  
 AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN03  
 INCREMENTAL FUNDING IN THE AMOUNT OF [REDACTED]

BASE Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 01

100002 61090835 [REDACTED]  
 LLA :  
 AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN03

MOD 01 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 02

100003 61712060 [REDACTED]  
 LLA :  
 AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN02  
 Incremental Funding in the amount of [REDACTED]

MOD 02 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 03

100004 61920530 [REDACTED]  
 LLA :  
 AD 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN14  
 Incremental funding in the amount of [REDACTED]

MOD 03 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 04

100005 62378594 [REDACTED]  
 LLA :  
 AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2061VN02  
 Informational Subclin for funding purposes only. Incremental funding in the amount of \$154,000.00 is provided.

MOD 04 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 05

100006 62973764 [REDACTED]  
 LLA :  
 AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2071VN02



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Incremental funding in the amount of [REDACTED].

MOD 05 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 07

100007 70103830 [REDACTED]  
LLA :  
AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2071VN03  
Informational Subclin for funding purposes only. Incremental funding in the amount of \$260,000.00 is provided.

MOD 07 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 08

100008 70745373 [REDACTED]  
[REDACTED]  
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2071VN02  
Incremental funding in the amount of [REDACTED]0.

MOD 08 Funding 37849.00  
Cumulative Funding 1708849.00

MOD 09

100101 70786496 [REDACTED]  
LLA :  
AF 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2071VN02  
Incremental funding in the amount of [REDACTED].

MOD 09 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 11

100102 71351444 [REDACTED]  
LLA :  
AH 1771804 5C1C 252 EA13W 068342 2D 01C1C0 70200000200  
Standard Number: Direct Cite Document No. N0003907RXFU310 ACRN:AA  
Incremental funding in the amount of [REDACTED].

MOD 11 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 12

100103 73254969 [REDACTED]  
LLA :  
AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2081VN02  
Incremental funding in the amount of [REDACTED].

MOD 12 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 13

100104 73533042 [REDACTED]  
LLA :  
AK 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJ2081VN03  
Incremental funding in the amount of [REDACTED].

MOD 13 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 14

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100105 80315344 [REDACTED]  
 LLA :  
 AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2081VN02  
 Incremental funding in the amount of [REDACTED]

MOD 14 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 15

100201 80775144 [REDACTED]  
 LLA :  
 AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2081VN02  
 Incremental funding in the amount of [REDACTED].

MOD 15 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 17

100202 81916808 [REDACTED]  
 LLA :  
 AL 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2081VN03

MOD 17 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 18

100203 82353862 [REDACTED]  
 LLA :  
 AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2081VN02

MOD 18 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 19

100204 82674154 [REDACTED]  
 LLA :  
 AJ: 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2071VN02

300001 82674155 [REDACTED]  
 LLA :  
 AJ: 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2071VN02

MOD 19 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 20

100205 83055876 [REDACTED]  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

300002 83055882 [REDACTED]  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

MOD 20 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 21

100206 83381970 [REDACTED]  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

300003 83381969 [REDACTED]  
 LLA :

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AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

MOD 21 Funding ██████████  
 Cumulative Funding ██████████

MOD 22

100207 90624771 ██████████  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

300004 90624768 ██████████  
 LLA :  
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091GN01

600001 90838605 ██████████  
 LLA :  
 AN 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091GN01

600002 90624770 ██████████  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

MOD 22 Funding ██████████  
 Cumulative Funding ██████████

MOD 23

100301 90624776 ██████████  
 LLA :  
 AP 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VNO7

MOD 23 Funding ██████████  
 Cumulative Funding ██████████

MOD 24

100302 90971511 ██████████  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

600003 90971512 ██████████  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

MOD 24 Funding ██████████  
 Cumulative Funding ██████████

MOD 25

600004 91286201 ██████████  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

MOD 25 Funding ██████████  
 Cumulative Funding ██████████

MOD 26

100303 91663296 ██████████  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

MOD 26 Funding ██████████  
 Cumulative Funding ██████████ 0

MOD 27

100304 92090724 ██████████  
 LLA :

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AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

100305 92191815 [REDACTED]  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

600005 92090725 [REDACTED]  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

600006 92191817 [REDACTED]  
 LLA :  
 AM 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2091VN06

MOD 27 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 28 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 29

100306 00543446 [REDACTED]  
 LLA :  
 AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ210CVN06

600007 00543447 [REDACTED]  
 [REDACTED]  
 AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ210CVN06

MOD 29 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 30 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 31

100401 00968909 [REDACTED]  
 LLA :  
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ210AVN06

600101 00968907 [REDACTED]  
 LLA :  
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ210AVN06

MOD 31 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 32 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 33 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 34

100402 02356328 [REDACTED]  
 LLA :  
 AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ210AVN06

MOD 34 Funding [REDACTED]  
 Cumulative Funding [REDACTED]

MOD 35

100403 02448555 [REDACTED]  
 LLA :  
 AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ210AFY11

600102 02438472 [REDACTED]  
 LLA :

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AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ210AFY11

MOD 35 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 36

100404 10143536 [REDACTED]  
LLA :  
AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ211CVN06

MOD 36 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 37 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 38 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

Applicable Section H Special Contract Requirements are specified in the basic MAC document.

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be [REDACTED] total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that -0-man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) require the Contractor to continue to perform the work until the total number of man-hours of direct labor

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specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

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

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

#### NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

#### SUBCONTRACTING PLAN

If the offeror is a large business, a Subcontracting Plan in accordance with FAR 52.219-9 must be submitted with the offer.

#### CONTRACT SECURITY CLASSIFICATION SPECIFICATION

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The offeror shall complete block 6 of the attached DD254 (and block 8 if applicable), and furnish a completed copy with its offer.

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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 approximately five (5) years on the basis of performance (not to exceed the April 2009 expiration of the MAC unless the option is exercised). For each period of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Period 1, the contractor earns Period 2; if ratings are positive for Period 2, the contractor earns Period 3, and so on up to the maximum of five (5) years. But if ratings are negative for any period, then the order is ended. The evaluation criteria and the award term procedures are described in section 9.0 below, "Award Term Plan".

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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 period 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 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 bilateral 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.

### ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (NOV 1996)

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

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

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

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

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

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

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

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

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

Government may terminate this contract for default.

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

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

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

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

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

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

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

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## SECTION J LIST OF ATTACHMENTS

DD254 - TS, collateral

CDRLS