

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 28-Mar-2011	4. REQUISITION/PURCHASE REQ. NO. 10741951 & 10741955		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 kayla.m.nelson@navy.mil 850-230-7072	CODE N61331	7. ADMINISTERED BY (If other than Item 6) DCMA ORLANDO 3555 MAGUIRE BLVD. ORLANDO FL 32803-3726		CODE S1002A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Jardon and Howard Technologies 13501 Ingenuity Drive Ste 300 Orlando FL 32826-3009		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4403-HR02
		10B. DATED (SEE ITEM 13) 23-Jun-2006
CAGE CODE ONF98	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Stephani C. Gibson, Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Mary F Hines, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Stephani C. Gibson (Signature of person authorized to sign)	15C. DATE SIGNED 14-Apr-2011	16B. UNITED STATES OF AMERICA BY /s/Mary F Hines (Signature of Contracting Officer)	16C. DATE SIGNED 14-Apr-2011

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GENERAL INFORMATION

The purpose of this modification is to:

1) Decrease the Award Term labor ceiling CLIN 4001 by \$23000.00 and increase the ODC ceiling CLIN 6001 by \$23,000.00.

CLIN 4001	From	By	To
Ceiling Cost	\$ 810,673.50	(\$ 21,306.16)	\$ 789,367.34
Ceiling Fixed Fee	\$ 64,448.33	(\$ 1,693.84)	\$ 62,754.49
Total	\$ 875,121.83	(\$ 23,000.00)	\$ 852,121.83
Total Labor Hours	9892	(260)	9632

CLIN 6001	FROM	BY	TO
	\$ 151,465.17	\$ 23,000.00	\$ 174,465.17

2) Incorporate incremental funding in the amount of **\$70,000.00**

A) SLIN 400105 has been incorporated into the Task Order and funded in the amount of \$47,000.00

B) SLIN 600103 has been incorporated into the Task Order and funded in the amount of \$23,000.00

Accordingly, said Task Order is modified as follows:

	FROM	BY	TO
FUNDED LABOR	\$4,282,712.96	\$ 43,538.69	\$ 4,326,251.65
FUNDED FEE	\$ 337,507.76	\$ 3,461.31	\$ 340,969.07
FUNDED ODC	\$ 395,395.34	\$ 23,000.00	\$ 418,395.34
TOTAL FUNDED	\$5,015,616.06	\$ 70,000.00	\$ 5,085,616.06

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, **\$5,085,616.06** which includes a fixed fee of **\$340,969.07** is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of **\$5,085,616.06** shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

To view the period of performance of this Task Order is attached to this modification for informational purposes only.

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

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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	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Undersea Warfare Training Committee (UWTC)/Undersea Warfare Mission Review Group (UWMRG) Program, Logistics, and Software Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data Requirements List. BASE YEAR. (O&MN,N)	11039.0	LH	\$1,011,155.22	\$80,386.84	\$1,091,542.06
100001	Funding For CLIN 1000 (O&MN,N)					
100002	Funding For CLIN 1000 (O&MN,N)					
100003	Funding For CLIN 1000 (O&MN,N)					
100004	Funding For CLIN 1000 (O&MN,N)					
1001	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Undersea Warfare Training Committee (UWTC)/Undersea Warfare Mission Review Group (UWMRG) Program, Logistics, and Software Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data Requirements List. OPTION YEAR ONE (1). (O&MN,N)	16420.0	LH	\$2,220,026.00	\$171,073.00	\$2,391,099.00

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100101 Funding For CLIN
1001
Deobligated
Replaced with
100102 (O&MN,N)

100102 Funding for CLIN
1001 \$901,493
PR# 71625209
(O&MN,N)

100103 Funding for CLIN
1001 \$201,507
PR# 71702550
(O&MN,N)

100104 Funding for CLIN
1001 \$93,000
PR# 71702643
(O&MN,N)

100105 Funding for CLIN
1001 \$88,000
PR# 71702646
(O&MN,N)

100106 Funding for CLIN
1001 \$10,000
PR# 71702636
(O&MN,N)

100107 Funding for CLIN
1001 \$5,557
PR# 71986675
(O&MN,N)

100108 Funding for CLIN
1001 \$10000
PR# 91744342
(O&MN,N)

1002	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Undersea Warfare Training Committee (UWTC)/Undersea Warfare Mission Review Group (UWMRG) Program, Logistics, and Software Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data Requirements List. OPTION YEAR TWO (2). (OTHER)	10480.0 LH	\$779,738.96	\$61,988.87	\$841,727.83
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100201 Funding for CLIN

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1002 \$810,193 PR#
81623304 (OTHER)

100202 Funding for CLIN
1001 \$31,000 PR#
81623319 (OTHER)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Other Direct Cost - Travel \$49,465.44 and Materials/Facilit ies \$49,999.73 for the Second Award Term. (O&MN,N)		1.0 Lot	\$99,465.17
300001	Full Funded for CLIN 3000 \$99,465.17 PR# 81655007 (O&MN,N)			

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Provide services for Undersea Warfare Training Committee (UWTC)/Undersea Warfare Mission Review Group (UWMRG) Program, Logistics, and Software Support per the attached Statement of Work (SOW), and DD Form 1423-2, Contract Data Requirements List. OPTION YEAR THREE (3). (OTHER)	9946.0	LH	\$776,649.99	\$61,743.84	\$838,393.83
400001	INCREMENTAL FUNDING (OTHER)					
400002	INCREMENTAL FUNDING (OTHER)					
4001	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2)	9632.0	LH	\$789,367.34	\$62,754.49	\$852,121.83

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Provide services
for Undersea
Warfare Training
Committee
(UWTC)/Undersea
Warfare Mission
Review Group
(UWMRG) Program,
Logistics, and
Software Support
per the attached
Statement of Work
(SOW), and DD
Form 1423-2,
Contract Data
Requirements
List. OPTION YEAR
FOUR (4). (OTHER)

400101 Informational
subCLIN to fund
Labor. (OTHER)

400102 INCREMENTAL
FUNDING (OTHER)

400103 INCREMENTAL
FUNDING (OTHER)

400104 INCREMENTAL
FUNDING (OTHER)

400105 INCREMENTAL
FUNDING (OTHER)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6000	Other Direct Cost - Travel \$49,465.44 and Materials/Facilit ies \$49,999.73 for the Third Award Term. (OTHER)	1.0	Lot	\$144,465.17
600001	INCREMENTAL FUNDING (OTHER)			
600002	INCREMENTAL FUNDING (OTHER)			
600003	INCREMENTAL FUNDING (OTHER)			
600004	INCREMENTAL FUNDING (OTHER)			
6001	Other Direct Cost - Travel \$49,465.44 and	1.0	Lot	\$174,465.17

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Materials/Facilities \$101,999.73
for the Fourth
Award Term.
(OTHER)

600101 Informational
subCLIN to
provide funding
for ODCs. (OTHER)

600102 INCREMENTAL
FUNDING (OTHER)

600103 INCREMENTAL
FUNDING/FULLY
FUNDED (OTHER)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK
FOR
UNDERSEA WARFARE TRAINING COMMITTEE (UWTC)/UNDERSEA WARFARE
MISSION REVIEW GROUP (UWMRG) PROGRAM, LOGISTICS, AND SOFTWARE
SUPPORT

1.0 SCOPE

The Undersea Program Director (1362) has responsibility for all undersea programs at NAWCTSD. This statement of work covers engineering and logistic tasks to support all undersea programs and projects.

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this statement of work (SOW) to the extent specified herein. In the event of conflict between the documents referenced and the contents of this SOW, the SOW shall supersede. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only.

2.1 Military Standards

MIL-STD 961D Defense And Program-Unique Specifications Format And (Guidance Only) Content

2.2 Military Specifications

MIL-M-82376B/1 Manuals, Technical; Operation And Maintenance Instructions For Training Devices

2.3 Other Documents

OPNAVINST 3502.2C Undersea Warfare Training Committees

SLC INST 3502.1

SLC Note 3502.

3.0 REQUIREMENTS

The Contractor shall provide qualified personnel and adequate facilities and equipment necessary to perform this statement of work. The Contractor's Program Manager for this task must be readily available (within one hour) for face to face meetings with the Government program personnel to resolve critical issues regarding deliverable items under this contract.

3.1 Undersea Warfare Training Committee (UWTC)/Undersea Warfare Mission

Review Group (UWMRG) Meeting Support

The contractor shall provide technical support to the Government in the development of draft and final documents to support the UWTC/UWMRG. The contractor shall provide the Executive Secretariat initial announcement of location

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of the meeting, directions, security requirements, the status of previous meeting action items/decisions and a meeting agenda. The contractor shall provide electronic copies of the agenda and all presentations for uploading to the Navy Knowledge On-Line (NKO) portal and paper copies for all meeting participants. The agendas shall be prepared in accordance with contractor practices, and consist of the subject of discussion, the hour and date of the discussion, and the organization responsible for leading the discussion. The contractor shall attend the UWTC/UWMRG meetings to record the proceedings, and assist the government in preparing the meeting minutes. The task shall include the minutes, a record of all open action items and those action items closed at the meeting, all pertinent presentations and materials provided to the attendees by the contractor or presenters during the meeting, and any other information necessary to fully describe the proceedings. The contractor shall be the primary liaison between the host command, the Executive Secretariat and the meeting chairs.

3.2 Navy Knowledge Online (NKO) Portal

During the Reorganization on Navy Training, there has been a move to migrate all official navy websites to the NKO Portal. The NAWCTSD Undersea Program Director (1362) has a requirement to post all UWTC/UWMRG relevant materials and all submarine training Front End Analysis documents to the NKO.

3.2.1 The contractor shall provide technical support to NAWCTSD personnel in the control and operation of the NKO Portal. The contractor shall perform System Administrator functions which include User Validation and Management, File Upload and Download, secure file areas, addition and deletion of libraries, and addition of new requirements.

3.3 Deleted

3.4 Deleted

3.5 Multi-Purpose Reconfigurable Training System (MRTS) Weapons Launch Control Team Trainer (WLCTT)

NAWCTSD developed a MRTS WLCTT in 1999. The MRTS WLCTT requires updates to the hardware, software and documentation.

3.5.1 The contractor shall provide technical support to the MRTS WLCTT PM and Lead Engineer in the updates of the Trainer Change Instruction (TCI), the System Interface Manual (SIM), the COTS Manuals, the Training System Support Document (TSSD) and the Custody and Inventory Records. The contractor shall also provide technical support to the MRTS WLCTT Lead Software Engineer in the form of software development upgrades.

3.5.2 The contractor shall provide 600 square feet to host the MRTS WLCTT Engineering Development Model (EDL). This is a Government managed EDL and as such facility costs will be considered an ODC.

3.5.3 All software designed or modified under this effort shall be written in C#. No hard coding shall be permitted without the permission of the NAWCTSD. While programming, the contractor shall make comments in the source code that will facilitate revision.

3.6 Multi-Purpose Reconfigurable Training System (MRTS) Submarine Communications Support System (SCSS).

NAWCTSD has been tasked by NAVSEA to design and develop a SCSS Trainer using COTS technology. NAWCTSD has delivered the SCSS trainer and requires programmers to support the Life Cycle requirements.

3.6.1 The contractor shall provide technical support to the Government in the Life Cycle requirements of the MRTS SCSS.

3.6.2 The contractor shall provide 4169 SQ feet of open container classified space to host a MRTS SCSS Engineering Development Lab (EDL) (shared space with the MRTS CSRR described in para 3.7). Government personnel and contractor personnel will be working in this classified space and will have to travel between NAWCTSD and the contractor facilities. The contractor hosted classified facility must be located within one mile of NAWCTSD. The contractor shall provide an option to provide internet capability within the classified space. This is a Government managed EDL and as such facility costs will be considered an ODC.

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3.6.3 All software designed or modified under this effort shall be written in C#. No hard coding shall be permitted without the permission of the NAWCTSD team. While programming, the contractor shall make comments in the source code that will facilitate revision.

3.7 Multi-Purpose Reconfigurable Training System (MRTS) Common Submarine Radio Room (CSRR)

NAWCTSD has been tasked by NAVSEA/SPAWAR to design and develop a CSRR Trainer using COTS technology and leveraging off the MRTS SCSS design. NAWCTSD requires a software engineer, programmers and technical writers to support this effort.

3.7.1 The contractor shall provide technical support to the Government in the design and development of a MRTS CSRR. The contractor shall also provide support to the Government in the development of the following documentation:

- * Software Design Document
- * Software Requirements Specifications
- * System Interface Manual
- * Training System Support Documentation
- * COTS Manuals
- * Training Equipment Change Directives
- * Equipment Facilities Requirements Plans
- * Custody and Inventory Record
- * Acceptance Test Procedures and Results Report

3.7.2 The contractor shall provide 4169 SQ feet of open container classified space to host a MRTS CSRR Engineering Development Lab (EDL) (shared space with the MRTS SCSS described in para 3.6). Government personnel and contractor personnel will be working in this classified space and will have to travel between NAWCTSD and the contractor facilities. The contractor hosted classified facility must be located within one mile of NAWCTSD. The contractor shall provide an option to provide internet capability within the classified space. This is a government managed EDL and as such facility costs will be considered an ODC.

3.7.3 All software designed or modified under this effort shall be written in C#. No hard coding shall be permitted without the permission of the NAWCTSD Team. While programming, the contractor shall make comments in the source code that will facilitate revision.

3.7.4 Deleted

3.8 Submarine Bridge Team Trainer (BTT)

NAWCTSD, in concert with NAVSEA, NUWC Newport and NSWC PCD are tasked to develop the requirements for a Submarine BTT.

3.8.1 Deleted

3.8.2 Deleted

3.8.3 The contractor shall provide technical and SME support to the Government in the development of the BTT requirements.

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3.8.4 The contractor shall provide technical support to NAWCTSD personnel with preparation of pre-meeting requirements and briefing material. The contractor shall attend team progress meetings and record and deliver minutes to document the proceedings. The task shall include the minutes, a record of all open action items and those action items closed at the meeting.

3.9 Navigation Trainers Technical Support

NAWCTSD is responsible for Life Cycle Support (LCS) SPAN 2000 Device 21B71, RSPAN Device 21B71A and VESUB Device 21H35 Trainers at six Naval Submarine Training sites. These trainers require technical analysis, evaluation, and development of software and hardware and program management support.

3.9.1 The contractor shall provide technical support to the Government in the program management technical analysis, evaluation and delivery of material in support of software and hardware updates required to support modification of existing SPAN and VESUB trainers.

3.9.2 The contractor shall provide technical support to NAWCTSD personnel with preparation of pre-meeting requirements and briefing material. The contractor shall attend team progress meetings and record and deliver minutes to document the proceedings. The task shall include the minutes, a record of all open action items and those action items closed at the meeting.

3.9.3 The contractor will develop an updated SIM for SN 1 through 6 to incorporate upgrades to the trainer hardware, software, and procedures since acceptance of the final manuals for each device. Since each site has different hardware, the manuals for each trainer will have to be revised individually. The equipment drawings are different in many instances for each trainer, as are the reference designators. It should be noted that a manual was not developed specifically for SN-2, therefore this manual will have to be created. Delivery will be a preliminary, and final after Government comments. Since this is updating existing manuals, it is expected that comments to the preliminary will be minimal.

3.10 Ship Control Engineering Support

3.10.1 The contractor shall provide engineering support for Motion System and other ship control training system requirements, to include Devices 21C7A, 21B56F, and 21C15.

3.10.2 Deleted

3.11 Program Engineering and Logistic Support

The contractor shall coordinate with NAWCTSD Engineers and Logistic to ensure the accuracy, completeness, and compliance with program objectives with respect to the NAWCTSD Undersea tasking.

3.11.1 The contractor shall assist the Government in the performance of engineering and logistic tasking to meet the directives of the NAWCTSD Undersea Directorate. Tasking shall consist of the following:

- * Undersea Program Database Support
- * Engineering and Logistic Technical Studies and Writing Assistance
- * Front End Analysis
- * MC
- * EFR/TCI
- * TECD
- * CMII Support

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- * Schedules/Plans/Charts
- * Minutes
- * Training Publication Verification
- * Briefs/Presentations
- * Technical Reference Center
- * Documentation Inventory and Tracking System
- * Files
- * Stowage
- * Progress Reports

The contractor will support the development of processes which support the Capabilities Maturity Model Integration (CMMI) Model for software design. CMMI emphasizes the development of processes to improve product development and customer service in organizations, provides a framework from which to organize and prioritize process improvement activities, supports the coordination of multi-disciplined activities that may be required to successfully build a product and emphasizes the alignment of process improvement efforts objectives with organizational business objectives.

3.11.2 The contractor shall coordinate with NAWCTSD personnel in the development and maintenance of databases using MS Access to track and monitor training devices, technical training equipment, training aids, technical reference material and project Identification documents. The contractor shall coordinate with the Government and shall closely assist in authoring/revising of trainer Front End Analysis, engineering and logistic documentation. The contractor shall maintain a secure Technical Reference Center of approximately 200 square feet and provide documentation support during normal working hours. The Technical Reference Center shall include establishing and maintaining project technical reference material for easy identification and retrieval. These files shall consist of only unclassified documents. The contractor shall maintain and store copies of selected technical reference materials at the contractor's facility. Additionally the contractor is required to reproduce and distribute copies of all documents approved by NAWCTSD.

3.12 Progress Reports

The contractor shall prepare a monthly status report that documents the status of contractor effort towards achieving contract objectives. The report shall identify accomplishments to date and difficulties encountered, and compare the status achieved to planned goals and the resources expended. The reports are due no later than the 2nd Tuesday of each month throughout the contract period of performance.

3.13 Travel

Travel to the following Submarine Sites on multiple occasions will be required on a case by case basis (Estimate two people for 3 days to each location. Total travel estimate not to exceed \$50,000):

- * NAVSUBSCOL Groton, CT
- * SLF Norfolk, VA
- * TRITRAFAC Kings Bay, GA
- * TRITRAFAC Bangor, WA

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* SLF Pearl Harbor, HI

* SLC DET San Diego, CA

The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than those specified above without the expressed written consent of the Contracting Officer.

3.14 Hardware and Software Purchases

The contractor will be required to procure miscellaneous hardware and software not to exceed \$50,000 to directly support statement of work tasking. Individual hardware and software procured in excess of \$3,000 will require Contracting Officer approval. Facility cost for laboratory space, as described in paragraphs 3.5.2, 3.6.2, and 3.7.2 is an allowable Other Direct Charge (ODC) against the ODC Clins. The contractor may bill the Government at a per square footage rate that does not exceed the per square footage rate paid by the contractor for their leased space, plus G&A.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the Contractor with access to all required program documentation commencing with the first working day after issuance of the contract. Updates to this documentation will be provided weekly or as received from higher authority. Access will be normally limited to Monday through Friday 0700 – 1600 hours. Disposition of GFI will be made prior to contract completion.

5.0 DELIVERIES

All data deliverables shall be submitted in accordance with the attached DD Form 1423.

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SECTION D PACKAGING AND MARKING

PACKAGING AND MARKING

Packaging and marking, if applicable, shall be in accordance with best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE

Inspection and acceptance of deliverables will be by Government personnel at the Naval Support Activity, Panama City, Florida.

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SECTION F DELIVERABLES OR PERFORMANCE

SHIP TO ADDRESS

NAVAL SUPPORT ACTIVITY PANAMA CITY

ATTN: RECEIVING OFFICER

101 VERNON AVENUE, BLDG 100

PANAMA CITY BEACH FL 32407-7018

FOB: DESTINATION

PERIOD OF PERFORMANCE

The initial period of performance for the base year shall be from the date of award through one year thereafter, with four award terms. Each award term period, which, if awarded, extends the period of performance by 12 months. Award term periods are extended on the basis of a satisfactory or better performance rating IAW the Award Term Clause and Plan for this Task Order.

Currently, the period of performance for this Task Order is 23 June 06 to 22 June 2011 (The Base period plus Award Terms 01, 02, 03, and 04 have been exercised).

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

Gerald T. Muskaloon, E53

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Panama City, FL 32407

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850-235-5411

CONTRACT SPECIALIST

KAYLA NELSON, CODE B32

NAVAL SURFACE WARFARE CENTER PANAMA CITY

110 VERNON AVENUE

PANAMA CITY FL 32407

kayla.m.nelson@navy.mil

Phone (850) 230-7072

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers on Standard Form 1034 not more often than once every 30 days. 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 order number.
- (2) Costs incurred and fixed fee billed.
- (3) Direct labor hours by labor category.

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

(c) The contractor shall submit the original plus one copy of each voucher to the Contract Specialist identified in Section G, and one copy to the Task Order Manager (TOM). The Contracting Officer will certify all approved vouchers, and forward them electronically to the cognizant paying office for payment.

(d) The TOM 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	61711892	425000.00
LLA :		
AB 1761804 4A2A 252 61339 0 050119 2D 000000 00 0001700500		
Standard Number: N6133906WXUM903		
DIRECT CITE FUNDING		
DOC# N6133906WXUM903		
ACRN: AB		

100002	61711901	438665.00
LLA :		
AB 1761804 4A2A 252 61339 0 050119 2D 000000 00 0001700500		
Standard Number: N6133906WXUM903		
DIRECT CITE FUNDING		
DOC# N6133906WXUM903		
ACRN: AB		

BASE Funding 863665.00
Cumulative Funding 863665.00

MOD 02

100003	62544962	159991.00
LLA :		
AB 1761804 4A2A 252 61339 0 050119 2D 000000 00 0001700500		
Standard Number: N6133906WXUM903		
DIRECT CITE FUNDING		
DOC#N6133906WXUM903		

MOD 02 Funding 159991.00
Cumulative Funding 1023656.00

MOD 03

100003	62544962	(1.00)
LLA :		
AB 1761804 4A2A 252 61339 0 050119 2D 000000 00 0001700500		
Standard Number: N6133906WXUM903		
DIRECT CITE FUNDING		
DOC#N6133906WXUM903		

100004	70236907	67887.06
LLA :		
AA 1771804 4A2A 252 61339 0 050119 2D 000000 000001700500		
Standard Number: N6133907WXUM303		

MOD 03 Funding 67886.06
Cumulative Funding 1091542.06

MOD 04

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100101 71625209 901493.00
 LLA :
 01 1761804 4A2A 252 61339 0 050119 2D 000000 00 0001700500
 Standard Number: N6133907WXUM904
 RCP: N6133907WXUM904 ACRN: AA

MOD 04 Funding 901493.00
 Cumulative Funding 1993035.06

MOD 06

100101 71625209 (901493.00)
 LLA :
 01 1761804 4A2A 252 61339 0 050119 2D 000000 00 0001700500
 Standard Number: N6133907WXUM904
 RCP: N6133907WXUM904 ACRN: AA

100102 71625209 901493.00
 LLA :
 AC 1771804 4A2A 252 61339 0 050119 2D 000000 000001700500
 DOC. NO. N6133907WXUM904 ACRN: AA

100103 71702550 201507.00
 LLA :
 AC 1771804 4A2A 252 61339 0 050119 2D 000000 000001700500
 Standard Number: N6133907WXUM904
 DOC. NO. N6133907WXUM904 ACRN: AA

100104 71702643 93000.00
 LLA :
 AD 1771804 JRZ3 252 61339 0 050119 2D 000000 011703590020
 Standard Number: N6133907RXUR905
 DOC. NO. N6133907RXUR905 ACRN: AA

100105 71702646 88000.00
 LLA :
 AE 1771804 JRZ3 252 61339 0 050119 2D 000000 012056490060
 Standard Number: N6133907RXUR905
 DOC. NO. N6133907RXUR905 ACRN: AB

100106 71702636 10000.00
 LLA :
 AF 1771804 JRZ3 252 61339 0 050119 2D 000000 011576580020
 Standard Number: N6133907RXUR906
 DOC. NO. N6133907RXUR906 ACRN: AA

100107 71986675 5557.00
 LLA :
 AG 97X4930 NH1E 000 77777 0 000178 2F 000000 31S4E07AOTS2

MOD 06 Funding 398064.00
 Cumulative Funding 2391099.06

MOD 07

100201 81623304 810193.00
 LLA :
 AH 1781804 4A2A 252 61339 0 050120 2D 000000 19TS8WXUM603
 Doc. No. N6133908WXUM603 ACRN AA

100202 81623319 31000.00
 LLA :
 AJ 1781804 JRZ3 252 61339 0 050120 2D 000000 19TS8RXUR605
 Doc. No. N6133908RXUR605 ACRN AA

300001 81655007 99465.17
 LLA :
 AK 1781804 JRZ3 252 61339 0 050120 2D 000000 19TS8RXUR604
 Doc. No. N6133908RXUR604 ACRN: AA

MOD 07 Funding 940658.17
 Cumulative Funding 3331757.23

MOD 09

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600001 83584072 10000.00
 LLA :
 AL 1791804 4A2A 252 61339 0 050120 2D 000000 A00000106120
 DIRECT CITE: N6133909WXUM303 ACRN: AA

MOD 09 Funding 10000.00
 Cumulative Funding 3341757.23

MOD 10

400001 90402305 276000.00
 LLA :
 AM 1791804 4A2A 252 61339 0 050120 2D 000000 A00000126582
 DIRECT CITE: N6133909WXUM304
 ACRN: AA

600002 90402307 75000.00
 LLA :
 AM 1791804 4A2A 252 61339 0 050120 2D 000000 A00000126582
 DIRECT CITE: N6133909WXUM304
 ACRN: AA

MOD 10 Funding 351000.00
 Cumulative Funding 3692757.23

MOD 11

400002 91265783 562393.83
 LLA :
 AM 1791804 4A2A 252 61339 0 050120 2D 000000 A00000126582
 DIRECT CITE: N6133909WXUM304
 ACRN: AA

600003 91265785 39899.00
 LLA :
 AM 1791804 4A2A 252 61339 0 050120 2D 000000 A00000126582
 DIRECT CITE: N6133909WXUM304
 ACRN: AA

600004 91265796 19566.00
 LLA :
 AN 1791804 JRZ3 252 61339 0 050120 2D 000000 A00000190015
 DIRECT CITE: N6133909WXUR308
 ACRN: AA

MOD 11 Funding 621858.83
 Cumulative Funding 4314616.06

MOD 13

100108 91744342 10000.00
 LLA :
 AM 1791804 4A2A 252 61339 0 050120 2D 000000 A00000126582
 DIRECT CITE: N6133909WXUM304
 ACRN: AA

MOD 13 Funding 10000.00
 Cumulative Funding 4324616.06

MOD 14

400101 00076657 45000.00
 LLA :
 AP 1701804 4A2A 252 61339 0 050120 2D 000000 A00000351896
 DIRECT CITE: N6133910WXUM004
 ACRN: AA

600101 00076654 50000.00
 LLA :
 AP 1701804 4A2A 252 61339 0 050120 2D 000000 A00000351896
 DIRECT CITE: N6133910WXUM004

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ACRN: AA

MOD 14 Funding 95000.00
Cumulative Funding 4419616.06

MOD 15 Funding 0.00
Cumulative Funding 4419616.06

MOD 16

400102 00755777 106000.00
LLA :
AP 1701804 4A2A 252 61339 0 050120 2D 000000 A00000351896
DIRECT CITE: N6133910WXUM004
ACRN: AA

600102 00755775 101465.17
LLA :
AP 1701804 4A2A 252 61339 0 050120 2D 000000 A00000351896
DIRECT CITE: N6133910WXUM004
ACRN: AA

MOD 16 Funding 207465.17
Cumulative Funding 4627081.23

MOD 17

400103 01738643 250534.83
LLA :
AP 1701804 4A2A 252 61339 0 050120 2D 000000 A00000351896
DIRECT CITE: N6133910WXUM004
ACRN: AA

MOD 17 Funding 250534.83
Cumulative Funding 4877616.06

MOD 18 Funding 0.00
Cumulative Funding 4877616.06

MOD 19

400104 02386764 138000.00
LLA :
AP 1701804 4A2A 252 61339 0 050120 2D 000000 A00000351896
DIRECT CITE: N6133910WXUM004
ACRN: AA

MOD 19 Funding 138000.00
Cumulative Funding 5015616.06

MOD 20 Funding 0.00
Cumulative Funding 5015616.06

MOD 21

400105 10741955 47000.00
LLA :
AQ ACRN: AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000690015
DIRECT CITE DOC NO: N6134011WXUR004 ACRN: AA

600103 10741951 23000.00
LLA :
AQ ACRN: AQ 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000690015
DIRECT CITE DOC NO: N6134011WXUR004 ACRN: AA

MOD 21 Funding 70000.00
Cumulative Funding 5085616.06

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Key Personnel Clause

- (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) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions 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 fifteen (15) days, or thirty (30) 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;
 - (3) The hourly rates of the incumbent and the proposed substitute; and
 - (4) 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.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Changes in Key Personnel Clause

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist: Kayla Nelson, email: kayla.m.nelson@navy.mil and the Task Order Manager: Gerald T. Muskaloon, email: gerald.muskaloon@navy.mil. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

SECURITY

Performance under this contract will require contractor access to CLASSIFIED information up to and including SECRET. Documents generated under this contract will be UNCLASSIFIED. Provisions of the attached DD Form 254 apply.

Minimum Protection Requirements for Controlled Unclassified Information: Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not

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authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

DISTRIBUTION LIMITATION STATEMENT

Technical information generated under this contract shall carry the following distribution statement on the cover and title page (if any).

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DoD CONTRACTORS ONLY; ADMINISTRATION OR OPERATIONAL USE; (DATE). OTHER REQUEST FOR THIS DOCUMENT SHALL BE REFERRED TO NAVAL SEA SYSTEMS COMMAND (CODE SEA 05P9), WASHINGTON D.C. 20362.

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.

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 items to be delivered or services to be performed under this contract may not be disclosed by any means through proper 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 by any other person or entity; publication of technical or scientific papers, advertising, or any other 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.

PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the task order (award text provisions). The government technical point of contact will report the quality of performance to the Procuring Contracting Officer (PCO) at the completion of the order or sooner if required to correct less than satisfactory performance.

TECHNICAL GUIDANCE

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

NSWCPC – H06 SECURITY REQUIREMENTS

a. The work to be performed under this contract as delineated in the DD Form 254, involves access to and handling of classified material up to and including SECRET.

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b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

H-08 Operations Security

1. Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

2. The contractor, subcontractors and their personnel shall employ the following countermeasures to

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mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

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SECTION I CONTRACT CLAUSES

All clauses per the basic contract are applicable.

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SECTION J LIST OF ATTACHMENTS

ATTACHMENT ONE (1) - TASK ORDER FORM

ATTACHMENT TWO (2)- CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423-2)

ATTACHMENT THREE (3)- CONTRACT SECURITY CLASSIFICATION (DD FORM 254)

ATTACHMENT FOUR (4) - CONTRACT SECURITY CLASSIFICATION (DD FORM 254) - REVISION ONE (1)