

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 09	3. EFFECTIVE DATE 18-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. N00174-10-PR-1339	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 teresa.palumbo@navy.mil 301-744-6612	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A	

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teresa.palumbo@navy.mil 301-744-6612

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Addx Corporation 4900 Seminary Road Alexandria VA 22311	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5318-FG01
	10B. DATED (SEE ITEM 13) 09-Sep-2009
CAGE CODE 1XPA3	FACILITY CODE 039872622

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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT OF BOTH PARTIES
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) Hampton Oberle		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Renee M Brown, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Hampton Oberle (Signature of person authorized to sign)	15C. DATE SIGNED 18-Aug-2010	16B. UNITED STATES OF AMERICA BY /s/Renee M Brown (Signature of Contracting Officer)	16C. DATE SIGNED 18-Aug-2010

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GENERAL INFORMATION

The purpose of this modification is to revise the PWS for TI#1 FD KOR Support and to provide incremental funding in the amount of \$30,000.00.

Accordingly, said Task Order is modified as follows:

- Attachment H - TI#1 FD KOR Support is hereby replaced with the revised PWS for TI#1 FD KOR Support.
- INCREMENTAL FUNDING

Pursuant to FAR clause 52.232-22 of this contract, incremental funding in the amount of \$30,000.00 is hereby provided. This contract is incrementally funded and the amount currently available for payment is limited to \$3,674,449.36 inclusive of any fee.

Subject to the provision of the clause entitled, "Limitation of Funds," (FAR 52.232-22) of the general provisions of the basic contract, no legal liability on the part of the Government for payment in excess of \$3,674,449.36 shall arise unless additional funds are made available and are incorporated as a modification to this contract.

- All other terms and conditions remain unchanged.
- For additional information concerning this task order, please contact Teresa M. Palumbo at 301-744-6612 or teresa.palumbo@navy.mil.

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 by \$30,000.00 from \$3,644,449.36 to \$3,674,449.36.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400004	OTHER	0.00	30,000.00	30,000.00

The total value of the order is hereby increased by \$0.00 from \$9,073,800.90 to \$9,073,800.90.

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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
-----	-----	-----	-----	-----	-----	-----
4000	BASE YEAR - General Analytic, Wargaming, and Technical Support Services (OTHER)		1.0 Lot	\$8,051,743.74	\$238,034.16	\$8,289,777.90
400001	Requisition #92457851 TI#1 FD KOR Suppt Labor TI#3 SAGD Analyst Labor (OTHER)					
400002	Requisition #92457788 TI#2 WAD KOR Suppt Labor TI#3 SAGD Analyst Labor TI#4 MASO M&S Labor (OTHER)					
400003	Requisition #93454293 TI#1 FD KOR Suppt Labor TI#2 WAD KOR Suppt Labor TI#3 SAGD KOR Suppt Labor TI#4 MASO M&S KOR Suppt Labor TI#5 SAGD Fac & Gam KOR Suppt Labor (OTHER)					
400004	REQUISITION # 02072020 TI#1 FD KOR SUPPT LABOR (OTHER)					
4001	OPTION I - General Analytic, Wargaming, and Technical Support Services (OTHER) Option		1.0 Lot	\$8,194,924.39	\$269,335.56	\$8,464,259.95
4002	OPTION II - General Analytic, Wargaming, and Technical Support Services (OTHER) Option		1.0 Lot	\$8,422,583.88	\$277,415.63	\$8,699,999.51

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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	BASE YEAR - Supplies, Materials, and Other Miscellaneous Direct Costs (OTHER)	1.0 Lot	\$484,023.00
600001	Requisition # 92457851 TI#1 Travel (OTHER)		
600002	Requisition # 92457788 TI#2 Travel (OTHER)		
600003	Requisition #93454293 TI#5 SAGD Fac & Gam KOR Suppt Material (OTHER)		
6001	OPTION I - Supplies, Materials, and Other Miscellaneous Direct Costs (OTHER) Option	1.0 Lot	\$501,406.58
6002	OPTION II - Supplies, Materials, and Other Miscellaneous Direct Costs (OTHER) Option	1.0 Lot	\$516,448.77
6003	BASE YEAR - ODC Travel (OTHER)	1.0 Lot	\$300,000.00
600301	Requisition #93454293 TI#1 FD KOR Suppt Travel TI#2 WAD KOR Suppt Travel TI#5 SAGD Fac & Gam KOR Suppt Travel (OTHER)		
6004	OPTION I - ODC Travel (OTHER) Option	1.0 Lot	\$309,000.00

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6005 OPTION II - ODC 1.0 Lot \$318,270.00
Travel (OTHER)
Option

TASK ORDER MANAGER (TOM)

(a) The Task Order Manager for this task order is:

Name: Carolyn Guy
Address: Joint Staff/J8/RAMO-MILSEC
Pentagon, Room 2E829
Washington, D.C. 20318-8000
Phone: 703-614-7881 Fax: 703-614-6601
Email: carolyn.guy@js.pentagon.mil

(b) The TOM will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The TOM is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(c) When, in the opinion of the contractor, the TOM requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(d) In the event that the TOM named above is absent due to leave, illness or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS) For GENERAL ANALYTIC, WARGAMING, AND TECHNICAL SUPPORT SERVICES

PART 1 GENERAL INFORMATION

Description of Services

Background

The Joint Chiefs of Staff (JCS) consists of the Chairman of the Joint Chiefs of Staff (CJCS), the Vice Chairman, the Chief of Staff of the Army, the Chief of Naval Operations, the Chief of Staff of the Air Force and the Commandant of the Marine Corps. The Joint Staff (JS) supports the CJCS in executing his Title X duties to assist the President and Secretary of Defense by providing independent military advice for the strategic direction, strategic planning, contingency planning and preparedness of the Armed Forces. To assist the CJCS in his duties, the J8 performs detailed, timely and verifiable assessments of threats and capabilities in establishing realistic goals for U.S. defense spending and ensuring linkage between future U.S. military force structure and national objectives. The focal point for J8's analysis of defense capabilities needs, when coupled with the potentially revolutionary impact of technology and increasingly constrained budget authority, is the Joint Requirements Oversight Council (JROC). J8 provides much of the assessment underpinnings for the council's review of defense resource policy on a myriad of items ranging from precision strike capabilities to the designation of advanced concepts technology demonstrations.

Additionally, J8 performs warfighting analysis and wargaming. J8 also analyzes service budgets and programs. J8 conducts joint war games and interagency politico-military seminars and simulations to assess the ability of the programmed force to execute the National Military Strategy. It develops and supports quantitative analytical models used in warfighting analyses of current and future forces.

Purpose

The Indian Head Division/Naval Surface Warfare Center (IHD/NSWC) is tasked by the JCS to provide Contracted Advisory and Assistance Services (CAAS) to support analytic, strategic, technical, managerial, and administrative support to enhance the customer's mission and total force readiness. This work performed under this task order encompasses all aspects of support services in the areas of planning, analysis, monitoring, evaluation, assessment, and documentation of programs required to satisfy JCS analytical needs.

Objective

The contractor shall provide all staffing, equipment, and materials necessary to perform the tasks as defined in this Performance Work Statement (PWS); except that which is Specified in Part 3 as Government Furnished Information, Facilities, Property, Equipment and Services at the Pentagon, Washington D.C., and at other locations specified in Technical Instructions (TI's). The contractor shall perform to the standards in this contract. In this effort, the contractor shall provide strictly non-personal services and shall work as an independent contractor not subject to supervision and control by the Government.

The contractor shall advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government, nor perform any inherently Government functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. At all times, contractor personnel will wear appropriate identification (in accordance with JCS policy), identifying themselves as contractor personnel. At all meetings, conferences, or sessions with the Government personnel, contractor personnel shall clearly identify their status as contractor employees. All reports delivered under this contract are property of the U.S. Government.

Technical Instructions (TI's) issued under this contract may not be used to:

- Assign additional work outside the original scope of work
- Direct a change
- Increase/decrease costs or period of performance
- Change any of the terms and conditions of the contract
- Increase the scope of the contract

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Create a binding obligation upon the contractor or the Government.

General Information

Period of Performance

The period of performance shall be for one (1) Base Period of 12 months and two (2) 12 month Option Periods.

Place of Performance

The primary place of performance for this effort is the Pentagon, Washington D.C. The specific place of performance will be identified in the applicable TIs. Either the contractor's work site or the Government's work site shall be used depending on the requirements of the individual Technical Instruction (TI).

Task Order Manager (TOM) Nominee

The Government will provide a TOM to assist the contracting officer with the technical aspects of the contract. The TOM will aid in providing guidelines and clarification and provide the contractor access to technical data required to perform the individual TIs issued under this task order.

TOM:

Carolyn Guy
 Joint Staff/J8/RAMO-MILSEC
 Pentagon, Room 2E829
 Washington, DC 20318-8000
 Phone: (703) 614-7881
 Fax: (703) 614-6601
 E-mail: carolyn.guy@js.pentagon.mil

Technical Point of Contact (TPOC)

The Government will identify technical points of contact (TPOC) within each individual TI issued.

Hours of Operation

The contractor is responsible for performing onsite work during normal business hours except Federal holidays or when the applicable Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons. The contractor shall consider workforce stability and continuity as essential factors when hiring personnel.

Travel

The contractor shall perform travel, when necessary, in accordance with FAR 31.205-46 "Travel Costs," and the Joint Travel Regulations (JTR). All travel shall be pre-approved by the TOM. The contractor shall travel as specified in each individual TI. The contractor shall limit the number of trips and numbers of personnel traveling to the minimum required to perform work requirements. All travel shall be coordinated with the TOM, in advance.

Recognized Holidays

The contractor is NOT required to perform on these days.

New Year's Day	Labor Day
Martin Luther King Jr. Day	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Type of Contract

The Government anticipates award of a Cost-Plus Fixed Fee Task Order under the NAVSEA Seaport-e Contract.

Security Requirements

Clearance Level

All contractor personnel shall possess a current Top Secret (TS) Clearance based on a Single Scope Background Investigation (SSBI) completed within the last 5 years with Sensitive Compartmented Information (SCI) eligibility. Specific security details for off-site personnel associated with this task order will be provided in each individual TI.

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Facility Clearance

The contractor shall possess or be eligible to receive and maintain a Top Secret (TS) facility clearance from the Defense Security Service.

Physical Security

The contractor shall be responsible for safeguarding all Government information or property provided for contractor use. At the close of each work period, Government information, facilities, equipment and materials shall be secured as specified.

Key Control

The contractor shall establish and implement methods in accordance with the National Industrial Security Program Operating Manual (DoD 5220.22-M) to ensure all keys/key cards issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Security Officer identified on the contract DD Form 254.

The contractor shall prohibit the use of Government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Security Officer.

Lock Combinations

The contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the contractor's Quality Control Plan.

Periodic Progress Meetings

The contracting officer, TOM, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these progress meetings the contracting officer will provide feedback to the contractor on how the Government views the contractor's performance and the contractor will notify the Government of problems, if any, being experienced. The Government and the contractor shall take appropriate action to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

Identification of Contractor Employees

All contract personnel attending meetings, answering Government telephones, and performing work where their contractor status is not obvious to third parties, are required to identify themselves as such to avoid creating an impression in the minds of the audience that they are Government employees. Contractor personnel must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel shall be required to obtain and wear Pentagon, National Military Command Center Badges, or applicable COCOM badges specified in the applicable TI.

Deliverables

All deliverables become the property of the United States Government. Unless otherwise stated, all deliverables will be submitted in both hardcopy and electronic media in Microsoft Word/PowerPoint/Excel/Access/Visio/Project format. Deliverables shall be sent to the TOM and TPOC in accordance with the TIs.

PART 2 DEFINITIONS & ACRONYMS

Defective Service - A service output that does not meet the PWS standard of performance.

Delivery Date – The specific time of delivery and/or performance.

Metrics - A system of parameters or means of quantitative and periodic assessment of a process that is to be measured, along with the procedures to carry out and interpret such measurement and assessment.

Performance Objective – The service and/or activity required.

Performance Requirement – The outcomes, or results, that lead to satisfaction of the objective(s).

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Performance Standard – Establishes the performance level that the Government requires for the accomplishment of contract requirements. The standards shall be measurable and structured to permit an assessment of the contractor’s performance.

Performance Threshold – Minimum acceptable level, error rate and/or deviation from standard.

Performance Work Statement (PWS) – A detailed work statement for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

Quality Assurance (QA) - Those actions taken by the Government to assure services meet the requirements of the PWS.

Quality Control (QC) - Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

Quality Control Plan – A contractor generated document outlining and describing the performance control processes to be applied in delivering the level of service required by the PWS.

Task – How the contracting effort fits within the existing or intended customer environment both technically and organizationally; a specific piece of work to be completed within a certain time period.

Task Order Manager (TOM) – The Government will identify a TOM to assist the contracting officer with the technical aspects of the contract. The TOM will aid in providing guidelines and clarification and provide the contractor access to technical data required to perform the individual Technical Instructions issued under this task order.

Technical Point of Contact (TPOC) – The Government will identify technical points of contact (TPOC) with each individual TI issued.

Technical Instruction (TI) – The Government Task Order Manager (TOM) shall issue TIs. TIs shall provide guidelines, which assist in the interpretation of technical portions of the work described within the framework of the PWS.

Wide Area Work Flow (WAWF) – A secure Web-based system to allow contractors to submit electronic invoices, and provide the Government a means to electronically receipt for and accept supplies and services.

PART 3

GOVERNMENT FURNISHED INFORMATION, FACILITIES, PROPERTY, EQUIPMENT AND SERVICES

General

The Government will provide the information, facilities, property, equipment and services as provided below.

Information

The Government will provide access to appropriate government regulations, instruction, policies, presentations, software, best practices, and lessons-learned documentation required for performance of each individual TI. All government furnished information and government furnished software shall be returned to the Government upon completion of the task order.

The Government will provide access to information processing assets as specified to perform the individual TIs issued under the task order. The Government will furnish accounts for unclassified and classified automated information systems as deemed necessary for each individual TI completion.

Facilities

The Government will furnish the necessary workspace, administrative equipment and support, communications equipment, and computer support for the contractor staff needed to provide the support outlined in each individual TI. This includes desk space, chair, cabinet space, telephones, computers, printers, FAX and copy machines, and other items necessary to provide an office environment. The Government will provide access to non-secure and secure telephone systems, equipment and supplies necessary for production/reproduction of materials.

Utilities

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All utilities in Government facilities are available for the contractor's use in performance of duties outlined in this PWS. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

PART 4 TASK DESCRIPTIONS

Task Descriptions

Schedule

Kick-Off Meeting

The contractor shall schedule and conduct a joint Government and contractor kick-off meeting to review PWS requirements ten (10) days after contract award.

Project Schedule

The contractor shall deliver and maintain an integrated project schedule using Microsoft Project or suitable software that shows all resource-loaded tasks through Level 2, durations, dependencies, and deliverables.

Cost Reporting

Expenditures

The contractor shall provide contract cost reporting to the TOM and TPOC as specified in each TI. The reporting shall provide technical, schedule, and fiscal status by comparing planned versus actual expenditures.

Problems and Shortfalls

The reporting shall also be used to identify potential problems. The contractor shall identify any anticipated technical or funding shortfall or irregularity during the specified period of performance, in writing, not later than four (4) months prior to the anticipated shortfall.

Quality

Quality Control Plan

The contractor shall implement a Quality Control Program (QCP) for this effort. The contractor shall prepare and provide a quality control plan that details and describes the contractor's framework and processes within the QCP for delivering quality products and services required by the tasks in this PWS. This quality control plan shall be provided to the Government within ten (10) days after contract award. The contractor shall provide a briefing to the Government outlining the plan for implementation of the QCP for the contract tasks during the kick-off meeting. The contractor shall ensure all work will be performed in accordance with the contract requirements and the quality control plan. The contractor shall provide the requisite staffing and procedures to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and service delivery and performance requirements of this effort. The quality control plan shall identify the applicable processes and metrics used to self-assess performance, in addition to the resources to be applied to this effort.

Technical

The contractor shall provide personnel who have the necessary skills and expertise to accomplish their assigned functions and ensure performance is maintained at an acceptable level.

The Government TOM shall issue TIs. TIs shall provide guidelines, which assist in the interpretation of technical portions of the work described within the framework of the PWS.

4.4.1 Monthly Progress Reports

The contractor shall submit monthly progress reports delivered in a format and/or media approved by the TPOC. Electronic media shall be used whenever practical. The first monthly progress report is due NLT fifteen (15) days after the first full reporting month. Subsequent reports are due NLT fifteen (15) days after the last day of each calendar month. These reports shall include the following elements:

- Contractor's name and address
- Contract number and SubCLIN number
- Date of report
- Period covered by report
- Man hours expended by discipline for the reporting period, and cumulatively during the contract

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- Cost curves portraying actual/projected conditions through the technical instruction when appropriate
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered and recommendations, if any for subsequent solution beyond the scope of this contract
- Trips and significant results
- Plans and recommendations for activities during the following period
- Problems encountered
- Contractor performance assessment

4.4.1.1 Disclaimer Statement

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports.

“The views, opinions and findings, contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DOD) position, policy, or decision, unless so designated by other official documentation.”

Specific Analytic, Assessment, and Technical Support Requirements

The contractor shall support the J8 by performing warfighting studies and analysis; conducting wargames; and support internal resource processes which provide the customer with guidance, advice, and recommendations to support implementation and revision of the Defense Strategy, synchronized with the Planning, Programming, Budgeting, and Execution System (PPBES) cycle.

At the location specified in the TIs issued under this contract, the contractor shall provide expertise and perform the following tasks:

Provide capability to support Joint Theater Campaign analyses using the full suite of J8’s models, simulations, and software tools. This capability shall include the retrieval and reuse of products of previous analyses performed using earlier versions of current and legacy models as well as the modification and updating of models and data bases, as required, for the analysis.

Validate the continuity of analytical operations by conducting and documenting a sensitivity analysis of a J8-produced baseline and analytical product.

Conduct detailed Joint Theater Campaign analyses at up to the TS SAP/SAR/SCI level of classification using appropriate models, simulations and tools.

Develop of Time-Phased Force Deployment Data (TPFDD).

Support non-traditional modeling analyses and the development and validation of methodologies, models, and tools for use in irregular warfare analysis.

Conduct operational support of programmed studies, quick-reaction analyses, responses to Joint Staff actions, and other tasks. This support shall include: development of reports, briefs, and graphs; maintenance of files.

Conduct wargame facilitation including the design, development, implementation, and operation of computer applications to support facilitation and gaming activities. The contractor shall facilitate group discussions, seminars, and workshops using techniques such as active listening, position versus interest and questioning. The contractor shall also identify and analyze complex problems and issues identified throughout facilitated discussions. The contractor shall identify problem type and potential approaches to address problem type. The contractor shall apply and incorporate decision analysis and support, problem solving and other analysis methodologies to game and workshop design.

Perform post-event activities to include distilling observations, findings, and decisions made during the game. The contractor shall compile data both written and electronic that is used or produced during the game. The contractor shall assemble and develop post game products. The Government sponsor or game director will determine the form and substance of the products. The contractor shall provide post-game products that include an assessment of progress toward stated game objectives.

Prepare and conduct sequential or phased games that both capture interim results and provide a breakpoint for follow-on activities in cases where sequential or phased games are being executed.

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Deliverable: All efforts applied to the functions listed above shall be documented in a detailed Monthly Technical Report. Supporting briefs, recommendations, and database updates shall be provided to the Government and documented in the technical report. The technical report shall contain enough detail so it will stand alone as a useful tool for the Government to utilize in the acquisition process, while also fully documenting the value added by the contractor's efforts.

Additional Reporting Requirements

The contractor shall provide such additional reporting, documentation, schedules, illustrations and other graphics in a timely manner, as are requisites to the various task activities of the contract. Contractor shall provide a listing keyed to specific tasks identifying the minimum reporting deliverables associated with each task. Reporting should be in sufficient detail and of a quality to meet standards and will include, but not be limited to:

- Technical reports, data compilations, program master schedule, evaluations, and analyses
- Testing procedures, requirements, assessments, calibrations, and schedules
- Specifications, tabulations, engineering drawings, multi-media graphics, designs, concepts, diagrams, and circuits
- Life-cycle maintenance requirements, guidelines, schedules, procedures, instructions, corrective actions, etc.
- Conference agenda, conference minutes, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning, support, and budget documentation and funding plans

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports: "The views, opinions and findings, contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DoD) position, policy, or decision, unless so designated by other official documentation."

4.5 Quality Assurance Surveillance Plan (QASP)

To comply with NAVSEA directives to facilitate performance-based services contracting, Indian Head Division / NSWC shall incorporate performance requirements based upon the Contractor Performance Assessment Reporting System (CPARS) and Best-value performance measurement factors into our Task Orders. Contractor performance will be assessed on a continuing basis by review of deliverables, technical meetings, and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review will be conducted at the conclusion of each Task Order. A CPARS-type evaluation of all Task Orders performed (in whole or in part) under a given contract will be conducted on an annual basis.

The QASP provides for contractor performance evaluation in five (5) general areas. Each performance assessment will contain the following three elements: Performance Objective(s), Performance Measurement Factors, and Performance Rating Definitions. When taken in the aggregate, these elements constitute the performance evaluation under the QASP of the individual Task Orders issued under the related contracts. A brief description of each of the three (3) elements is as follows:

Performance Objective – The contract or Task Order delineation of Deliverables and/or overall objective(s) as described under the Scope.

Performance Measurement Factor (PMF) – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIW / NSWC, SPT); those matters about which the Government will be gathering data. Each objective will likely have one or more performance measurement factors.

Performance Rating and Definitions – An adjectival and/or numerical rating with definition of the meaning of each rating level when applied to each performance measurement factor. The technical monitor (TOM) has the responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. Individual Task Orders may specify a minimum acceptable rating, target rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for an individual Task Order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

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Applicable Documents

-Specific Regulation or Guidance

Unless otherwise specified, the following documents listed form a part of the PWS. They are to be used for general guidance.

DI-MGMT-80227 Contractors Progress, Status and Management Report
 DI-MISC-80508A Technical Reports – Study/Services
 DI-MISC-80711 Scientific and Technical Report
 DI-ADMN-81250 Conference Minutes

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

Task Paragraph	Tasks	Delivery Date	Performance Standard
4.1	Schedule		
4.1.1	Schedule and conduct a contract kick-off meeting (Applicable for each TI.)	DOA + 10 days. Details provided in individual TI.	One Time. Details provided in individual TI.
4.1.2	Deliver and maintain an integrated project schedule using MS Project; include resource loaded tasks, durations, dependencies & deliverables (Applicable for each TI.)	DOA + 10 days (initial). Details provided in individual TI.	Monthly (updated with each monthly report). Details provided in individual TI.
4.2	Cost Reporting		
4.2.1	Compare planned versus actual contract cost expenditures to include separate breakout for ODC burn-rate. (Applicable for each TI.)	By the 10 th day of each month. Details provided in individual TI.	Monthly (updated with each monthly report). Details provided in individual TI.
4.2.2	Identify and outline potential problems and funding shortfalls. (Applicable for each TI.)	By the 10 th day of each month. Details provided in individual TI.	Monthly (updated with each monthly report). Details provided in individual TI.
4.3	Quality		
4.3.1	Prepare and provide a Quality Control Plan (Applicable for each TI.)	DOA + 10 days. Details provided in individual TI.	One Time. Details provided in individual TI.
4.4	Technical (The deliverables required for the successful completion of the stated TO objective will be listed in each individual TI.)		
4.4.1	Monthly Progress Reports	By the 15 th day of each month. Details provided in individual TI.	Updated monthly. Details provided in individual TI.
4.4.2	Task Area 1 – General Analytic, Wargaming, and Technical Support Requirements		
4.4.2	Monthly Report – To include updated technical progress and financial status per TI.	By the 15 th day of each month. Details provided in	Updated monthly. Details provided in individual TI.

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		individual TI.	
4.4.2	Technical Report – To include all efforts applied to the required by the TI. Supporting briefs, recommendations, and database updates shall be provided to the Government POC and documented in detail in this monthly technical report. The technical report shall contain enough detail so it will stand alone as a useful tool for the Government to utilize in the Analytic Agenda process.	By the 15 th day of each month. Details provided in individual TI.	Updated monthly. Details provided in individual TI.
4.4.2	Analytical Assessment – A written draft assessment of assigned topic.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	In-Progress Review – Briefing to Government identifying progress to date, potential issues needing resolution, and proposed solutions for review/approval.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Draft Assessment Briefing – A written draft assessment of analytical briefings.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Final Documentation of Assessments – A written summary of assessment results generated at the completion of a topic’s assessment for historical reference.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Coordination of Meetings – Written notification to participants and coordination of meetings.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Coordination of Issues – Post topics, documents, schedules, points of contact, meeting minutes, events, and calendar of events.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Documentation of Meetings and Briefings – Provide documentation of management of meetings, discuss pertinent topics for Government review, and discuss the development of interim and final briefings and reports.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Analytical and Technical Products – Products include point papers; memoranda; position papers; issues analyses; briefings; and research and analysis products.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Briefing of Analysis Results – Briefing to update the Government on the status of on-going analysis.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Assumptions Briefing – Briefing on analysis assumptions.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Reports, Summaries, Status Reports, and Briefings – Prepare draft reports, study summaries, formal briefings, and supporting graphic material.	Details provided in individual TI.	Details provided in individual TI.
4.4.2	Trip Reports	Details provided in individual TI.	Details provided in individual TI.
4.4.3	Additional Reporting Requirements -	Details provided in individual TI.	Details provided in individual TI.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(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

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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.

(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

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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.

(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 D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance at destination.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at the Pentagon, Washington D.C.

The period of performance for this requirement, including all options is three (3) years.

CLIN 4000 - September 09, 2009 through September 08, 2010

CLIN 4001 - September 09, 2010 through September 08, 2011

CLIN 4002 - September 09, 2011 through September 08, 2012

CLIN 6000 - September 09, 2009 through September 08, 2010

CLIN 6001 - September 09, 2010 through September 08, 2011

CLIN 6002 - September 09, 2011 through September 08, 2012

CLIN 6003 - September 09, 2009 through September 08, 2010

CLIN 6004 - September 09, 2010 through September 08, 2011

CLIN 6005 - September 09, 2011 through September 08, 2012

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SECTION G CONTRACT ADMINISTRATION DATA

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Sea Systems Command. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. Scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

The hours of operation for the Contracts Division and Receiving Branch are as follows:

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

If you intend to visit the Contracts Division, it is advised that you call for an appointment at least 24 hours in advance.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Contract Administration Office, the Government will furnish the information, facilities, property, equipment, and services listed in Part 3 of the Performance Work Statement, for use in the performance of this task order.

TECHNICAL INSTRUCTIONS

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill

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in details or otherwise serve to accomplish the contractual statement of work.

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

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

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

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

IHD 77 ALT I – CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2008)

(a) In accordance with the clause of this contract entitled “Electronic Submission of Payments Requests and Receiving Reports” (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

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

(d) The following information regarding payment request routing is provided for completion of the document in WAWF:

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders	
	Below Fields Are To Be Completed By The Buyer
Contract Number	N00178-08-D-5318
Delivery Order	FG01
CAGE Code/Ext.	1XPA3
Pay DoDAAC	HQ0338
Issue date	DD1155, Block 3

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IssueBy DoDAAC	N00174
Admin DoDAAC	S2404A
DCAA Auditor DoDAAC/Ext.	HAA722
Service Approver/Ext.	ADMIN DoDAAC

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

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address (es):

Technical Representative: [Carolyn Guy carolyn.guy@js.pentagon.mil](mailto:Carolyn.Guy@js.pentagon.mil)

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

In regards to the submittal of the cost voucher through Wide Area Workflow (WAWF), the TOM will have (5) business days to review all deliverables and comment. The comments will be returned to the contractor for correction. The contractor will have (5) business days to make the corrections and return revised copies to the TOM for review and acceptance. This will remain a continuous cycle until the TOM deems the deliverables acceptable. The contractor shall provide sufficient back-up information to the TOM to support their cost voucher five (5) business days prior to submitting their cost voucher through WAWF. Once this entire process is complete, the contractor may submit any applicable vouchers through WAWF.

(i) If you have any questions regarding WAWF, please contact Dan Twombly at 301-744-6613 or daniel.twombly@navy.mil or Chris Ireson at 301-744-6550 or chris.ireson@navy.mil.

IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) FEB 2000

Security badges will be issued by the Government only to those contractor personnel who require access to the Indian Head Division, Naval Sea Systems Command in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to the Indian Head Division, Naval Sea Systems Command. This does not include badges temporarily authorized for contractor visitors to Indian Head Division, Naval Sea Systems Command. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Sea Systems Command. This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

Task Order Manager
Carolyn L Guy, Joint Staff/J8/RAMO-MILSEC
Pentagon, Room 2E829
Washington, DC 20318-8000
carolyn.guy@js.pentagon.mil
703-614-7881

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Accounting Data

SLINID	PR Number	Amount
400001	1313892457851	438613.54

LLA :

AA 97090100.112000000000024082522S49447DSAM90714

Standard Number: H91269-9239-1552-000

Applies to:

TI #1 for FD KOR Suppt Labor \$361,407.01 and TI #3 SAGD Analyst Labor \$77,206.53 of \$86,436.48 (remaining portion funded by Requisition # 92457788)

400002	1313892457788	315444.35
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LLA :

AB 9790100.1220 4820 00000 2523 9JAA97 012195 DJAC91464

Standard Number: H91269-9107-1464-001

Applies to:

TI#2: WAD KOR Support Labor \$284,488.63

TI#3: SAGD Analyst Labor \$9,229.95 of \$86,436.48 (remainder applied to requisition

92457851

TI#4: MASO M&S Labor \$21,725.77

600001	1313892457851	2386.46
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LLA :

AA 97090100.112000000000024082522S49447DSAM90714

Standard Number: H91269-9239-1552-000

TI #1 FD KOR Support Travel \$2,386.46

600002	1313892457788	3131.38
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LLA :

AB 9790100.1220 4820 00000 2523 9JAA97 012195 DJAC91464

Standard Number: H91269-9107-1464-001

Applies to:

TI#2 WAD KOR Support Travel \$3,131.38

BASE Funding 759575.73

Cumulative Funding 759575.73

MOD 01 Funding 0.00

Cumulative Funding 759575.73

MOD 02 Funding 0.00

Cumulative Funding 759575.73

MOD 03

400003	N0017410PR0331	3254634.18
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LLA :

AC 9700100.1220 4820 00000 2523 9JAA97 012195 DJAC01117

Standard Number: H91269-9327-1117-000

Requisition #93454293 Mod 03

TI#1 FD Labor = \$1,274,139.23

TI#2 WAD Labor= \$1,179,344.97

TI#3 SAGD Labor= \$195,440.32

TI#4 MASO M&S Labor= \$307,091.94

TI#5 SAGD Fac&Gam Labor= \$298,617.72

600003	N0017410PR0331	250.00
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LLA :

AC 9700100.1220 4820 00000 2523 9JAA97 012195 DJAC01117

Standard Number: H91269-9327-1117-000

TI#5 SAGD Fac & Gam KOR Suppt Materials = \$250.00

600301	N0017410PR0331	29989.45
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LLA :

AC 9700100.1220 4820 00000 2523 9JAA97 012195 DJAC01117

Standard Number: H91269-9327-1117-000

Requisition #93454293

TI#1 FD KOR Suppt Travel=\$11,331.54

TI#2 WAD KOR Suppt Travel=\$14,868.62

TI#5 SAGD Fac & Gam KOR Suppt Travel=\$3,789.29

MOD 03 Funding 3284873.63

Cumulative Funding 4044449.36

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MOD 04 Funding 0.00
Cumulative Funding 4044449.36

MOD 05 Funding 0.00
Cumulative Funding 4044449.36

MOD 06 Funding 0.00
Cumulative Funding 4044449.36

MOD 07 Funding 0.00
Cumulative Funding 4044449.36

MOD 08

400003 N0017410PR0331 (400000.00)
LLA :
AC 9700100.1220 4820 00000 2523 9JAA97 012195 DJAC01117
Standard Number: H91269-9327-1117-000
Requisition #93454293
TI#2 WAD Labor= (\$400,000.00)
TI#3 SAGD Labor= \$60,000.00
TI#5 SAGD Fac&Gam Labor= (\$60,000.00)

MOD 08 Funding -400000.00
Cumulative Funding 3644449.36

MOD 09

400004 30000.00
LLA :
AC 9700100.1220 4820 00000 2523 9JAA97 012195 DJAC01117
REQUISITION #02072020
TI#1 GENERAL KOR SUPPT LABOR

MOD 09 Funding 30000.00
Cumulative Funding 3674449.36

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
CLIN 4000	\$ 3,534,209.98	\$ 104,482.09	08 SEPTEMBER 2010
CLIN 6000	\$ 5,767.84	\$ 0.00	08 SEPTEMBER 2010
CLIN 6003	\$ 29,989.45	\$ 0.00	08 SEPTEMBER 2010

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

5252.237-9106 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.

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CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <https://cpars.csd.disa.mil> Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPARS. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

<u>Name</u>	<u>Phone</u>	<u>E-mail Address (optional)</u>
Hampton Oberle	(703) 933-7637 x225	hoberle@addxcorp.com
Barbara Cass	(703) 933-7637 x249	bcass@addxcorp.com
Lydia Theunissen	(703) 933-7637 x236	ltheunissen@addxcorp.com

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Teresa M. Palumbo
 Phone Number: (301)744-6612
 Email: teresa.palumbo@navy.mil

Payments/Invoicing: WAWF

Task Order Manager: Carolyn Guy
 Phone Number: (703)614-7881
 Email: carolyn.guy@js.pentgon.mil

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Penny Kennedy at (301) 744-6626.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract:

Information: The Government will provide access to appropriate government regulations, instruction, policies, presentations, software, best practices, and lessons-learned documentation required for performance of each individual TI. All government furnished information and government furnished software shall be returned to the Government upon completion of the task order. The Government will provide access to information processing assets as specified to perform the individual TIs issued under the task order. The Government will provide accounts on unclassified and classified automated information systems as deemed necessary for each individual TI completion.

Facilities: The Government will furnish the necessary workspace, administrative equipment and support, communications equipment, and computer support for the contractor staff needed to provide the support outlined in each individual TI. This includes desk space, chair, cabinet space, telephones, computers, printers, FAX and copy machines, and other items necessary to maintain an office environment. The Government will provide access to non-secure and secure telephone systems, equipment and supplies necessary for production/reproduction of materials.

Utilities: All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

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SECTION I CONTRACT CLAUSES

The following clauses are incorporated into the subject task order:

Reference 52.222-41 Service Contract Act of 1965 (Nov 2007)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 3 years.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

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(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) 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 (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the

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contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment A - Task Order Administration Plan

Attachment B - Quality Assurance Surveillance Plan

Attachment C - DD254 General Analytic Wargaming and Tech Support Services (overarching)

Attachment D - DD254 MASO M&S Management & Policy A & B

Attachment E - DD254 Forces Division Contractor Support

Attachment F - DD254 J8 SAG Analytical On-site Support

Attachment G - DD254 General Analytic Wargaming and Tech Support Services

Attachment H - TI#1 FD KOR Support

Attachment I - TI#2 WAD KOR Support

Attachment J - TI#3 SAGD Analyst KOR Support

Attachment K - TI#4 MASO M&S Management & Policy KOR Support

Attachment L - TI#5 SAGD Facilitation and Gaming Support