

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 17-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. VARIOUS		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 paulette.bowman@navy.mil 301-744-6663	CODE N00174	7. ADMINISTERED BY (If other than Item 6) DCMA MUNITIONS AND SUPPORT SYSTEMS SPRINGFIELD BLDG. 1, ARDEC PICATINNY NJ 07806-5000		CODE S3101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)
Systems Documentation, Inc.
1001 Durham Avenue
South Plainfield NJ 07080-2300

CAGE CODE 1LMT3 FACILITY CODE 098486020	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4589-FG01
	10B. DATED (SEE ITEM 13) 14-Nov-2007

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.

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Denise E Johnson, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Denise E Johnson (Signature of Contracting Officer)	16C. DATE SIGNED 17-Sep-2009
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to add Incremental Funding. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

CLIN 1001-07 - \$569,068.82

CLIN 3001-05- \$49,664.36

Requisition # 13138-9244-7407

Amount: \$618,733.18

Customer: IRMO Norfolk

ACRN: AQ

Fund Document: N4215809WXC0004

Program: Logistics Support

CLIN 1001-08 - \$219,220.00

Requisition # 13138-9244-7408

Amount: \$219,220.00

Customer: HR Stennis Space Center

ACRN: AR

Fund Document: N6922409RCS0023

Program: Program Management Support

CLIN 1001-09 - \$139,680.00

Requisition # 13138-9253-0953

Amount: \$139,680.00

Customer: HR Stennis Space Center

ACRN: AR

Fund Document: N6922409RCS0023

Program: Program Management Support

CLIN 1001-10- \$161,990.00

Requisition # 13138-9253-0954

Amount: \$161,990.00

Customer: DON Human Resources Service Center

ACRN: AP

Fund Document: N6922309RCCONT1

Program: Logistics Support

CLIN 1001-11- \$409,153.00

CLIN 3001-06 - \$43,713.00

Requisition # 13138-9253-0955

Amount: \$452,866.00

Customer: Washington Navy Yard

ACRN: AS

Fund Document: N0002409WX12037

Program: JCREW Support

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>ALLOTTED COST</u>	<u>ALLOTTED FEE</u>	<u>ESTIMATED PERFORMANCE PERIOD</u>
1001	\$1,386,678.43	\$112,433.39	13 November 2009
3001	\$93,377.36	\$0.00	13 November 2009

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(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.

The total amount of funds obligated to the task is hereby increased by \$1,592,489.18 from \$12,709,696.00 to \$14,302,185.18.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
100107	OTHER	0.00	569,068.82	569,068.82
100108	OTHER	0.00	219,220.00	219,220.00
100109	OTHER	0.00	139,680.00	139,680.00
100110	OTHER	0.00	161,990.00	161,990.00
100111	OTHER	0.00	409,153.00	409,153.00
300105	OTHER	0.00	49,664.36	49,664.36
300106	OTHER	0.00	43,713.00	43,713.00

The total value of the order is hereby increased by \$0.00 from \$15,036,947.44 to \$15,036,947.44.

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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	Life Cycle Management and Supportability for JCREW; Mod FG01-07 re-aligned ceiling from Labor SLIN 1000 to ODC SLIN 3000 in the amount of \$820,000. Mod FG01-08 rolled over remaining balance to exercise option I for SLINS 1001 and 3001. (TBD)	1.0 Lot	\$5,274,497.06	\$305,381.31	\$5,579,878.37
100001	Funding Only (TBD)				
100002	Incremental Funding (TBD)				
100003	Incremental Funding (TBD)				
100004	Incremental Funding (TBD)				
100005	Incremental Funding (TBD)				
100006	Incremental Funding (TBD)				
100007	Incremental Funding (TBD)				
100008	Incremental Funding (TBD)				
100009	Incremental Funding (TBD)				
100010	Incremental Funding (TBD)				
1001	Life Cycle Management and Supportability for JCREW; Mod FG01-08 rolled over remaining ceiling balance	1.0 Lot	\$6,790,516.00	\$393,170.51	\$7,183,686.51

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from SLIN 1000 to
exercise Option I
in the amount of
\$289,131.09.
(TBD)

100101 Incremental
Funding (TBD)

100102 Incremental
Funding (TBD)

100103 Incremental
Funding (TBD)

100104 Incremental
Funding (TBD)

100105 Incremental
Funding (OTHER)

100106 Incremental
Funding (OTHER)

100107 Incremental
Funding (OTHER)

100108 Incremental
Funding (OTHER)

100109 Incremental
Funding (OTHER)

100110 Incremental
Funding (OTHER)

100111 Incremental
Funding (OTHER)

1002	Life Cycle Management and Supportability for JCREW (TBD) Option	1.0 Lot	\$6,716,786.55	\$389,434.39	\$7,106,220.94
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1003	Life Cycle Management and Supportability for JCREW (TBD) Option	1.0 Lot	\$6,922,789.68	\$401,661.11	\$7,324,450.79
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1004	life Cycle Management and Supportability for JCREW (TBD) Option	1.0 Lot	\$7,135,730.76	\$414,292.93	\$7,550,023.69
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For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	ODCs NOT TO EXCEED \$715,952;	1.0	Lot	\$1,511,853.63

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Mod FG01-07
re-aligned
ceiling from SLIN
1000 to SLIN 3000
in the amount of
\$820,000. Mod
FG01-08 rolled
over remaining
ceiling balance
in the amount of
\$24,098.37 to
exercise Option I
for SLIN 3001.
(TBD)

300001 Funding Only
(TBD)

300002 Incremental
Funding (TBD)

300003 Incremental
Funding (TBD)

300004 Incremental
Funding (TBD)

300005 Incremental
Funding (TBD)

300006 Incremental
Funding (TBD)

300007 Incremental
Funding (TBD)

300008 Incremental
Funding (TBD)

300009 Incremental
Funding (TBD)

300010 Incremental
Funding (TBD)

300011 Incremental
Funding (TBD)

3001 ODCs NOT TO 1.0 Lot \$761,528.93
EXCEED \$737,431;
Mod FG01-08
rolled over
remaining ceiling
balance in the
amount of
\$24,098.37 to
exercise option
I. (TBD)

300101 Incremental
Funding (TBD)

300102 Incremental
Funding (TBD)

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300103 Incremental
Funding (TBD)

300104 Incremental
Funding (TBD)

300105 Incremental
Funding (OTHER)

300106 Incremental
Funding (OTHER)

3002 ODCs NOT TO 1.0 Lot \$759,553.48
EXCEED \$759,553
(TBD)
Option

3003 ODCs NOT TO 1.0 Lot \$782,340.08
EXCEED \$782,340
(TBD)
Option

3004 ODCs NOT TO 1.0 Lot \$805,810.27
EXCEED \$805,810
(TBD)
Option

TASK ORDER MANAGER (TOM)

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

Name: Dawn Tolson Mailing Address: Acquisition Office , 4072 N. Jackson Road, Suite 106 Code:CD6,
Indian Head MD 20640-5115 Telephone No.(301) 744-4469

(b) The Alternate TOM for this contract is:

Name:

(c) 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.

(d) 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.

(e) 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.

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)
(JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim

payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and copies, to the contract auditor* at the following address:

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unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the TOM and NAVSEA INDIAN HEAD, Comptroller Code 021. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than calendar days between performance and submission of an interim payment invoice..

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

XX is required only with the final invoice.

is not required.

- (f) A Certificate of Performance

shall be provided with each invoice submittal.

XX is not required.

- (g) The Contractor's final invoice shall be identified as such, and shall list all

other invoices (if any) previously tendered under this contract.

- (h) Costs of performance shall be segregated, accumulated and invoiced to the

appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE-BASED

STATEMENT OF WORK

LIFE CYCLE MANAGEMENT AND SUPPORTABILITY

FOR

JOINT COUNTER RADIO-CONTROLLED

IMPROVISED EXPLOSIVE DEVICE (IED) ELECTRONIC WARFARE (JCREW)

1.0 GENERAL

1.1 Introduction

The Indian Head Division, Naval Surface Warfare Center (IHD/NSWC) has been tasked to provide training, logistics, documentation, and program management support for electronic warfare systems such as Joint Counter Radio-controlled improvised explosive device (IED) Electronic Warfare (JCREW) systems for Joint Program offices. Naval Sea Systems Command (NAVSEA) PMS 408 provides overall logistics, life cycle management and supportability for JCREW. The Explosive Ordnance Technology Division (EODTECHDIV) Code 80 provides product support for each of the individual CREW systems that are part of a very comprehensive Spiral development program. Individual services provide product support for current legacy systems. As a result, an additional requirement for overall synchronized training and logistics support across the CREW systems, both legacy and future releases, is required.

1.2 Background (For Information Purposes Only)

A Single Service Manager (SSM) has been established to support the counter measures required to defeat Radio Controlled IED devices. While established as a program of record within NAVSEA, this organization must support the requirements across the services and with coalition and partner nations. Specifically, NAVSEA PMS 408 has been established to support the life cycle management of JCREW systems.

1.3 Scope

This Statement of Work (SOW) defines the training, logistics, documentation, and program management services required to support JCREW systems, as well as, other Electronic Warfare Systems Cross service requirements to include the Active and Expeditionary Fleet Forces. In performance of these tasks, the contractor shall have a thorough understanding of current Army, Navy, Air Force and Marine Corps systems, for surface and airborne and Potential Maritime CREW. 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 Governmental 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 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.

2.0 REQUIREMENTS

2.1 TRAINING SUPPORT

2.1.1 Curriculum Development

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The contractor shall deliver new training materials and support the updating of existing materials which support upgrades to the Increment 1, Increment 2 and future CREW Spirals.

Training services will require development of an overarching Training Plan and Strategy, analysis and recommendations for modifications of the acquisition process and contracts to support training requirements, new equipment training, program of instruction for new equipment training across military discipline and audience specific requirements.

The contractor shall provide the CREW training master plan which must provide a holistic view of all current and future training initiatives supporting JCREW capabilities. It will include attributes such as training impacts throughout the warfighter life cycle, identification of levels of training received, identification of types of training received (virtual, individual, collective), identification of resources necessary to accomplish the training mission and a schedule of critical events involved for the development and execution of training events.

2.1.2 JCREW Training Integrated Product Team (IPT) Support

The contractor shall provide assistance with planning, facilitating and leading the JCREW Training IPT under the direction of the JCREW Single Service Manager Supportability. Support will include scheduling, facilitating and managing bi-weekly conference calls and quarterly general session meetings.

2.1.3 JCREW Interactive Electronic Technical Manuals (IETM) and Computer Based Training (CBT)

The contractor will support the design, development, validation, deployment and maintenance of Interactive Electronic Technical Manuals (IETM's) for future CREW Spirals and their integration with JCREW computer-based training materials. The contractor must understand and support S1000D standards for the IETM and Shareable Content Object Reference Model (SCORM) 2004 for the CBT. The actual IETM development will continue through the Software Engineering Center at Fort Monmouth under the direction of PMS 408.

2.1.4 JCREW Knowledge Management Support

The contractor will be responsible for the establishment of a repository that will be used to store and manage all relevant source materials used in the development of formal training materials and electronic technical manuals, as well as the formal Training Materials and Electronic Technical Manual deliverables.

The contractor shall provide assistance with designing, developing, and deploying JCREW collaborative applications related to the management and delivery of JCREW training, technical data and other related information.

2.2 LOGISTICS SUPPORT SERVICES

The contractor shall provide logistics subject matter expertise to support the Electronic Warfare (EW) community, specifically the JCREW logistics team. The position supported will be the Field Logistics Manager who is subordinate and responsive to the Single Service Manager for JCREW. The contractor will provide logistical assistance to the JCREW Field Logistics for newly acquired and legacy systems. The support will require the overarching coordination with senior level representatives of Department of Defense (DoD), as well as other Government agencies, specifically senior Logistics representation for the JCREW community with the Legacy and Acquisition arms of the Army, Marine Corps, Navy and Air Force. In some cases, it will be necessary to participate and/or lead senior Working Groups and participate on headquarter (HQ) led IPT's.

The contractor shall provide support to assist with the execution of the acquisition and supportability planning and life cycle support. Logistical support will be provided in the following areas: Training (CONUS and OCONUS); Inventory Management (DoD wide); Outfitting/Fitting Out; Supply Support; Failure and Maintenance Tracking; Packaging, Handling, Storage, and Transportation (PHS&T); and disposition of retrograded systems.

2.2.1 CREW Logistics Master Plans

The contractor will support the preparation, updating, and tracking of CREW Logistics documentation to include the Overarching Program Schedule and Plan of Action and Milestone (POA&M), Technology Deployment Plans and the

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System Supportability Plans.

When directed, contractor shall provide assistance with the preparation and execution of the Integrated Logistics Support Plans (ILSP), Integrated Master Schedules (IMS), Logistics Requirements Funding Summary (LRFS), and Provisioning Technical Documentation (PTD). The contractor shall provide support for project and/or process flow diagramming. Additionally, the contractor will provide assistance with coordinating, communicating and maintaining the Cross Service Retrograde Plan for CREW systems.

2.2.2 Analysis and Logistical Program Support

The contractor will support the ongoing management of the CREW Logistics to include logistics decision analysis and advice on best logistics alternatives. The contractor shall provide assistance with the execution of the working group meeting minutes, action item tracking and meeting preparation. When directed, the contractor shall provide on-site support to assist the Field Logistics Program Manager with the execution of the day-to-day management tasks. Additionally, the contractor shall provide administrative services as required by the Field Logistics Program Manager.

The contractor shall coordinate and respond to the program management of JCREW on logistics issues. The contractor will assist in identification of key tasks, deliverables and milestones. The contractor will support communication of these items in development of program management tools and inter-organizational coordination. The contractor will provide assistance with developing and presenting program briefings at the direction of the Single Service Manager.

2.2.3 CREW Logistics Liaison to Military Services

The contractor will provide assistance to the CREW Logistics to include field logistic support services on cross-service coordination and implementation of the complex issues which Joint service enterprises encounter on a daily basis. This support will require interaction with Logistics counterparts in the Army, Marine Corps, Air Force as well as any other Government organization working in the area of JCREW. When directed, the contractor shall provide support to assist with the execution of the System Retrograde Plan and the Joint Configuration Control Board executive secretariat.

2.2.4 Logistics Material Management Support

The contractor shall provide Material Management Support for EW related equipment, specifically CREW and JCREW systems. This support will include receipt, identification marking, storage/stowage, inventory management, tracking and shipping in accordance with appropriate DoD policy, process and procedures. Additionally, the contractor will be available for third party inspection and Quality Assurance of Material Management for the Government. The contractor shall provide assistance with the disposition of equipment no longer required by the CREW customers.

2.3 DOCUMENTATION SUPPORT

2.3.1 Training Documentation Support

The contractor will provide support for the development and implementation of cross service training documentation. The contractor will apply an analytical approach to developing the engineering, logistical and the Systems Management information into the Program of Instruction for EW systems, specifically CREW and JCREW training requirements. The Program of Instruction must be inclusive of Operator, Maintainer and General Officer. The contractor will parse the courses with respect to the various levels of need.

2.3.2 Logistics Documentation

The contractor will be responsible for providing logistics documentation support for all of the CREW and JCREW offices being supported. This documentation will adhere to DoD Acquisition Standards and cross service policies. The contractor will maintain configuration control of documentation that they or others author in support of the JCREW Program. Documentation can consist of a variety of logistics elements in areas such as concept, capability, experimentation, strategy, requirements determination, doctrine, lessons learned, training and other types of plans, exercise event execution, reviews, reports and other documents supporting Joint and individual service member

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logistics needs.

2.4 PROGRAM MANAGEMENT SUPPORT

The contractor shall provide management and technical support for electronic warfare systems such as CREW and JCREW. The contractor shall assist in the development of management plans and strategies, milestone planning and tracking, preparation of technical briefing materials in both hard copy and soft copy format, evaluations of program schedules, and deliverable tracking to include the planning, and/or reviewing of program data deliverables. The contractor may be required to organize, attend or host, and facilitate program meetings/Integrated Product Team (IPT) discussions as directed by the Government. The contractor will support the on-site management of CREW Logistics to include the Secure Video Teleconferencing Center (VTC), meetings, CREW Summits and Industry Days. The contractor shall assist in preparing and coordinating the agenda to key meetings, prepare presentation materials, and draft the minutes and action items for appropriate action.

3.0 REPORTING REQUIREMENTS AND DELIVERABLES

3.1 The contractor shall submit monthly status reports, which are due on the 15th of each month and shall be submitted to Indian Head Division/Naval Surface Warfare Center, Acquisition Support Division, 4280 South Patterson Road, Suite 110, Code CAC1, Indian Head, MD 20640-5135. These reports shall include the following elements:

- Contractor's name and address
- Contract number and task order number
- Date of report
- Period covered by report
- Man hours expended by discipline for the reporting period, and cumulatively during the task order
- Cost curves portraying actual/projected conditions through the task order
- 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, recommendations, if any for subsequent solution beyond the scope of this task order
- Trips and significant results
- Plans for activities during the following period

3.2 The contractor shall provide such additional reporting, documentation, schedules, illustrations and drawings 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 relevant commercial guidelines / standards and will include, but not be limited to:

- Technical reports, instructional/training documentation, courseware, data compilations, and data surveys, evaluations, and analyses
- Testing procedures, requirements, assessments, calibrations, and schedules
- Specifications, tabulations, engineering drawings, designs, concepts, diagrams, and circuits
- Maintenance requirements, guidelines, schedules, procedures, instructions, corrective actions, etc.

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- Conference agenda, conference minutes, and presentation materials
- Purchase descriptions, proposals, equipment illustrations, program planning, support, and budget documentation and funding plans

4.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)/GOVERNMENT FURNISHED INFORMATION (GFI)

The Government will provide the appropriate Government furnished equipment, manuals, and information as required to support the requirements of this task order.

Both the contractor and the designated Task Order Manager (TOM) will maintain accountability and inventory records.

Specific GFE/GFI details will be provided in Technical Instruction issued under this task order.

5.0 SECURITY

All personnel proposed for this effort must be eligible for a Department of Defense (DoD) "Secret" clearance. The contractor will have access to information and compartments with a "Secret" classification. All deliverables associated with this SOW are "unclassified" unless otherwise specified by the Government technical representative.

6.0 TRAVEL

The contractor shall be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the Government Project Officer for each individual task and the Task Order Manager (TOM).

The contractor shall be prepared for travel to CONUS and OCONUS locations.

7.0 DISCLAIMER STATEMENT

Any reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

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

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SECTION D PACKAGING AND MARKING

SEE THE BASIC CONTRACT

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SECTION E INSPECTION AND ACCEPTANCE

SEE THE BASIC CONTRACT

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SECTION F DELIVERABLES OR PERFORMANCE

The basic effort to be performed under this task order, shall be completed within a period of (60 months) from the base year, with four (4) one year options to be exercised if deemed in the best interest of the government.

The task order period of performance shall not exceed the period of performance of the offeror's basic Sea-Port E contract.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Dawn Tolson, CD6
4072 N. Jackson Rd., Suite 106
Indian Head, MD 20640-5115
dawn.tolson@navy.mil
301-744-4469

SPECIAL PAYMENT INSTRUCTIONS - PAYMENT SHALL BE MADE IN ACCORDANCE WITH THE ACRNS ON THE INVOICES

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:

SEE SECTION B AND G

IHD X - INVOICE INSTRUCTIONS (NSWCIHD) (DEC 2006)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (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 invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type: Cost Voucher

Issuing Office DODAAC N00174

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Admin DODAAC : S3101A

Inspector DODAAC : n/a

Acceptor DODAAC: N00174

LPO DODAAC : N/A

Pay DODAAC: DFAS

DCAA Auditor DODAAC: HAA314

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.

(e) 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 email addresses noted below. These additional notifications to the government are necessary to make the acceptor aware that the invoice documents have been submitted into the WAWF system. Without these additional notifications, the government may be unable to process your submissions in a timely manner, which will delay payment.

Send Additional Email Notifications to the Following Addresses:

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWC IHD WAWF point of contact, Dan Twombly, at 301-744-6648 or daniel.twombly@navy.mil.

Notes for the Contract Specialist:

(1) Insert the correct invoice type: usually 2-n-1 for FFP service type contracts, combo for FFP supply contracts, and cost voucher for cost reimbursement contracts.

(2) Insert the correct DCMA DoDAAC using the CASD available at <http://www.dcmamil>.

(3) If inspection is at source, insert the DCMA DoDAAC in accordance with note three; if inspection is at destination, insert N/A.

(4) Insert the DoDAAC for the acceptor's (i.e., the person that would have signed the DD250) organization (e.g., N00174 for IHD or Det Earle, N47652 for Det Yorktown, N0464A for EODTECHDIV, etc.).

(5) Insert the correct DFAS DoDAAC using the CASD available at <http://www.dcmamil>.

(6) For cost reimbursement contracts, insert the correct DCAA DoDAAC using the Audit Office Locator tool available at <http://www.dcaamil>. For all other contracts, insert N/A.

(7) Insert the work email addresses for the acceptor and contract administrator, as well as any other points of contact that require notifications.

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Paulette Bowman

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Phone Number: (301)744-6663

Email: paulette.bowman@navy.mil

Payments/Invoicing: DFAS Columbus

Phone Number: (800) 756-4571

Task Order Manager: Dawn Tolson

Phone Number: (301) 744-4469

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer at (301) 744-6666.

Accounting Data
 SLINID PR Number Amount

 100001 73113691 288262.00
 LLA :
 AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
 Standard Number: N0002408WX11027
 Reference # N0002408AF174ER

300001 73113691 3000.00
 LLA :
 AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
 Standard Number: NN0002408WX11027
 N0002408AF174ER

BASE Funding 291262.00
 Cumulative Funding 291262.00

MOD 01

100002 13138-7345-6626 275112.00
 LLA :
 AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
 Standard Number: n0002408WX11027 Amend. No. 01

100003 13138-8025-3219 812471.00
 LLA :
 AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
 Standard Number: N0002408WX11027 Amend. No. 02

300002 13138-7345-6626 7000.00
 LLA :
 AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
 Standard Number: N0002408WX11027 Amend. No. 01

300003 13138-8025-3219 158403.00
 LLA :
 AA 1781319 74ER 251 SASLM 0 068342 2D 163240 Q31770000010
 Standard Number: N0002408WX11027 Amend. No. 02

MOD 01 Funding 1252986.00
 Cumulative Funding 1544248.00

MOD 02

100004 13138-8080-1974 2604751.00
 LLA :

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AB 1781804 8RZ3 000 SASLM 0 068342 2D 000000 001130000000
Standard Number: N0002408WX70516

300004 13138-8080-1974 191366.00
LLA :

AB 1781804 8RZ3 000 SASLM 0 068342 2D 000000 001130000000
Standard Number: N0002408WX70516

MOD 02 Funding 2796117.00
Cumulative Funding 4340365.00

MOD 04

100005 13138-8121-6633 72155.55
LLA :

AC 1781804 8B5B 253 SAS04 068342 2D 000000 15B70SWE0700
Standard Number: N0002408WX02256

300005 13138-8121-6633 1846.45
LLA :

AC 1781804 8B5B 253 SAS04 068342 2D 000000 15B70SWE0700
Standard Number: N0002408WX02256

MOD 04 Funding 74002.00
Cumulative Funding 4414367.00

MOD 06

100006 13138-8261-2304 32113.74
LLA :

AD 1781804 8RZ3 252 SASLM 0 068342 2D 000000 001930000000
Standard Number: N0002408WX70761

100007 13138-8261-2312 366874.50
LLA :

AE 1781804 8RZ3 253 SASLM 0 068342 2D 000000 001340000000
Standard Number: N0002408WX70760

100008 13138-8261-2314 32113.74
LLA :

AF 97-11X8242 80F6 310 YZSLM 0 068342 2D CCTX01 D4401425101P
Standard Number: N0002408WX51199

100009 13138-8261-2316 32113.74
LLA :

AG 97-11X8242 81F6 310 YZSLM 0 068342 2D CCXT01 D4402425101P
Standard Number: N0002408WX51200

300006 13138-8261-2304 15232.26
LLA :

AD 1781804 8RZ3 252 SASLM 0 068342 2D 000000 001930000000
Standard Number: N0002408WX70761

300007 13138-8261-2312 99220.50
LLA :

AE 1781804 8RZ3 253 SASLM 0 068342 2D 000000 001340000000
Standard Number: N0002408WX70760

300008 13138-8261-2314 7498.26
LLA :

AF 97-11X8242 80F6 310 YZSLM 0 068342 2D CCTX01 D4401425101P
Standard Number: N0002408WX51199

300009 13138-8261-2316 7498.26
LLA :

AG 97-11X8242 81F6 310 YZSLM 0 068342 2D CCXT01 D4402425101P
Standard Number: N0002408WX51200

MOD 06 Funding 592665.00
Cumulative Funding 5007032.00

MOD 07

100010 82314361 1063911.10

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LLA :
 AH 1781804 8D3D 253 SASLM 0 068342 2D 000000 13DW0NEC0W00
 Standard Number: N0002408WX02709, Basic
 Incremental Funding

300010 82314361 336088.90

LLA :
 AH 1781804 8D3D 253 SASLM 0 068342 2D 000000 13DW0NEC0W00
 Standard Number: N0002408WX02709, Basic
 Incremental Funding

300011 82735579 684700.00

LLA :
 AJ 97X4930 NH1F 000 77777 0 000174 2F 000000 878725JH9001
 Standard Number: JON: 5JH9001
 Incremental Funding

MOD 07 Funding 2084700.00
 Cumulative Funding 7091732.00

MOD 08

100101 82961151 2398489.00

LLA :
 AK 1791804 8RZ3 253 SASLM 0 068342 2D 000000 001130000000
 Standard Number: N0002409WX70230, Basic
 Incremental Funding

300101 82961151 514132.00

LLA :
 AK 1791804 8RZ3 253 SASLM 0 068342 2D 000000 001130000000
 Standard Number: N0002409WX70230, Basic
 Incremental Funding

MOD 08 Funding 2912621.00
 Cumulative Funding 10004353.00

MOD 09

100102 13138-8345-7518 92367.01

LLA :
 AL 1791804 8B5B 253 SAS04 0 068342 2D 000000 15B70SWE0700
 Standard Number: N0002409WX00741

300102 13138-8345-7518 4719.99

LLA :
 AL 1791804 8B5B 253 SAS04 0 068342 2D 000000 15B70SWE0700
 Standard Number: N0002409WX00741

MOD 09 Funding 97087.00
 Cumulative Funding 10101440.00

MOD 10

100103 13138-9041-6641 1512704.52

LLA :
 AM 1791804 8D3D 253 SASLM 0 068342 2D 000000 13DW0NEC0W00
 Standard Number: N0002409WX02050

300103 13138-9041-6641 131955.48

LLA :
 AM 1791804 8D3D 253 SASLM 0 068342 2D 000000 13DW0NEC0W00
 Standard Number: N0002409WX02050

MOD 10 Funding 1644660.00
 Cumulative Funding 11746100.00

MOD 11

100104 13138-9152-3505 60035.96

LLA :
 AN 1791804 8RZ3 253 SASLM 0 068342 2D 000000 0006500000000
 Standard Number: N000249WX70745

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300104 13138-9152-3505 12780.04
 LLA :
 AN 1791804 8RZ3 253 SASLM 0 068342 2D 000000 0006500000000
 Standard Number: N0002409WX70745

MOD 11 Funding 72816.00
 Cumulative Funding 11818916.00

MOD 12

100105 13138-9202-1694 265780.00
 LLA :
 AP 17 9 1804 12TU 250 69223 068892 2D CCONT1 69223902521Q
 Standard Number: N6922309RCCONT1 Amend No. Two

100106 13138-9217-3409 625000.00
 LLA :
 AM 1791804 8D3D 253 SASLM 0 068342 2D 000000 13DWONECOW00
 Standard Number: N0002409WX02050 Amend. No. 03

MOD 12 Funding 890780.00
 Cumulative Funding 12709696.00

MOD 13

100107 13138-9244-7407 569068.82
 LLA :
 AQ 1791804 60BA 253 42158 068732 2D XC0004 421589H0141Q
 Standard Number: N4215809WXC0004 Amend. No. 4

100108 13138-9244-7408 219220.00
 LLA :
 AR 1791804 12TU 252 69224 068892 2D CS0023 692249S1Q40Q
 Standard Number: N6922409RCS0023 Amend. No. One

100109 13138-9253-0953 139680.00
 LLA :
 AR 1791804 12TU 252 69224 068892 2D CS0023 692249S1Q40Q
 Standard Number: N6922409RCS0023 Amend. No. Two

100110 13138-9253-0954 161990.00
 LLA :
 AP 17 9 1804 12TU 250 69223 068892 2D CCONT1 69223902521Q
 Standard Number: N6922309RCCONT1 Amend. No. Three

100111 13138-9253-0955 409153.00
 LLA :
 AS 1791319 74ER 253 SASLM 0 068342 2D 163240 Q31770000010
 Standard Number: N0002409WX12037 Amend. No. 02

300105 13138-9244-7407 49664.36
 LLA :
 AQ 1791804 60BA 253 42158 068732 2D XC0004 421589H0141Q
 Standard Number: N4215809WXC0004 Amend. No. 4

300106 13138-9253-0955 43713.00
 LLA :
 AS 1791319 74ER 253 SASLM 0 068342 2D 163240 Q31770000010
 Standard Number: N0002409WX12037 Amend. No. 02

MOD 13 Funding 1592489.18
 Cumulative Funding 14302185.18

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX 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 SBA's 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.

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. The scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

HOLIDAY DATE OF OBSERVANCE

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.

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

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AREA FROM TO

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 following for use in the performance of this task order:

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SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

252.215-7003 - Excessive Pass-Through Charges - Identification of Subcontract Effort (APR 2007)

252.215-7004 - Excessive Pass-Through Charges (APR 2007)

252.225-7040 - Contractor Personnel Authorized Accompany U.S. Armed Forces Deployed
Outside the U.S. (JUN 2006)

DFARS 252.211-7003 Item Unique Identification (JUN 2005)

OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this task order 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 5 years.

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SECTION J LIST OF ATTACHMENTS

Section L

Section M

Past Performance Matrix

Past Performance Questionnaire

Cost Summary Format

DD-254

Contract Administration Plan

Wage Determination

Privacy Act Certification

DoD Contract Security Classification Specification, Revision 1, dated 22 May 2008

Revised Wage Determination 2005-2103, Revision #6 dated 05/29/2008.

DD254, Revision No. 3, dated 26 May 09