1	ORDERF	OR SUPPL	LIES OR SI	ERVICES			- 1	PAGE I OF 12
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6. ISSUED BY DISA/PL63	CODE HC1047	7. AD	MINISTERED	BY (if other than	6) COD	lë		
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BC 2104 IURBOT LANDING ANNAPOLIS MD 21402-5064		ATTN: P.O. B	CO/JAQ CAPSW/ORP2 OX 369016 MBUS OH 43236-9	016			I I	MARK ALI, ACKAGES AND PAPERS WITH ENTIFICATION NUMBERS IN OCKS 1 AND 2,
	s delivery order/call is issued	on another Govern	oment agency or in a	ccordance with and	subject to terms a	nd conditions of	above numb	nered contract.
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### Section B - Supplies or Services and Prices

ITEM NO SUPPLIES/SERVICES **QUANTITY** UNIT **UNIT PRICE** 0013 1 Each

\$42,495.00

**AMOUNT** \$42,495.00

AT&T Mobility on Fort Meade

FFP

Electromagnetic Spectrum Engineering services in support of the technical operation of Joint Spectrum Center as specified in Performance Work Statement (T3850). The contractor's proposal Titled " AT&T Mobility on Fort Meade ", dated 25 March 2015, is incorporated by reference. Firm Fixed Priced.

FOB: Destination

PURCHASE REQUEST NUMBER: DOSMC50121

**NET AMT** \$42,495.00

ACRN AA

CIN: DOSMC501210013

\$42,495.00

## Section C - Descriptions and Specifications

### <u>PWS</u>

### PERFORMANCE WORK STATEMENT (PWS) SPONSOR PROGRAM as of 5/Mar/2015

Contract Number:	HC1047-07-1	D-0001
JSC Tracking Number:	T3850	
Task Order Number:	1006	
Type of Task Order	Cost Plus Incentive Fee	(Check one box)
- ype of rask crider	Firm Fixed Price	(Double click on a box to check it.)
Key Words	AT&T Mobility, Fort Meade,	E3 Analysis, RADHAZ, CTS, LTE, COW, MSP
	SPONS	
	AT&T Mo	bility
	7150 Standar	d Drive
	Hanover, MD	21076

### 1. Contracting Officer's Representative (COR).

### a. Primary COR.

Name:	86
Organization:	Joint Spectrum Center (JSC)/OS35
Department of Defense Activity Address Code (DODAAC):	H98294
Address:	2004 Turbot Landing Annapolis, MD 21012-5064
Phone Number:	86
Fax Number:	(410) 293-9268
E-Mail Address:	86

### b. Alternate COR.

Name:	TBD	
Organization:	JSC/OS35	
DODAAC:	H98294	
Address:	2004 Turbot Landing Annapolis, MD 21012-5064	
Phone Number:		
Fax Number:	(410) 293-9268	
E-Mail Address:		

# 2. Task Order (TO) Title. AT&T Mobility on Fort Meade E3 Analysis Support

3. <u>Background</u>. The Telecommunications Act of 1996 directed the heads of all Federal Government departments and agencies to facilitate access by mobile service providers (MSPs) to Federal property for the purpose of siting equipment and mobile service antennas (MSAs). In response, the Department of Defense (DoD) Chief Information Officer (CIO) [formerly the Assistant Secretary of Defense for Command, Control, Communications, and

Intelligence (ASD C3I)] issued a policy memorandum regarding placement of commercial antennas on DoD property. 1

The DoD CIO policy memorandum requires that Commanders and/or Agency Directors coordinate requests for the placement of new telecommunications services on Federal property with the DoD Joint Spectrum Center (JSC), and that the JSC evaluate the proposed antenna siting/telecommunication service for potential electromagnetic interference to the existing or planned telecommunications operations of the affected government facility. The memorandum further states that the requestor will reimburse the JSC for the cost of the evaluation.

AT&T Mobility, hereafter referred to as the purchaser, has requested permission to install and operate a Cellular on Wheels (COW) configured with a Cellular Telephone System (CTS) and four Long Term Evolution (LTE) systems on Fort Meade, MD.

- 4. Objectives. The objectives of this effort are to:
  - Determine the potential for electromagnetic interference (EMI) from the proposed system transmitters to
    existing and planned military, government, and commercial communications-electronics (C-E) systems.
  - Determine the potential for electromagnetic radiation hazards (RADHAZ) from the proposed system transmitters to personnel, fuel, and ordnance with electrically initiated devices (EIDs).
- 5. <u>Scope</u>. This PWS addresses tasking to be performed by the Electromagnetic Spectrum Engineering Services (ESES) contractor in the area of:

Electromagnetic Environmental Effects (E3) and Spectrum Engineering – coordinating electromagnetic compatibility (EMC) standards; analyzing equipment and systems for potential E3 problems and recommending solutions; performing radio frequency (RF) measurements; developing and conducting E3 training; assisting the acquisition community by assessing E3; determining operational frequency bands; and providing assistance in acquiring host nation approval for equipment operation.

6. <u>Performance Requirements</u>. The contractor shall provide an electromagnetic environmental effects (E3) and RADHAZ analysis of the proposed installation. The results of the analysis will be documented in a memorandum followed by a Consulting Report (CR).

### 6.1 Task 1 - E3 Analysis.

Preliminary information from the sponsor will be used to conduct a search of military, government, and commercial frequency assignment databases to identify systems operating on government facilities in the vicinity of the site of interest. The electromagnetic environment (EME) will be compiled from the Frequency Resource Record System (FRRS), the Government Master File (GMF), and the Federal Communications Commission (FCC) frequency assignment databases at the JSC. For the analysis of linear EMI effects, the EME will include FRRS and GMF assignments for systems within 75 miles of the proposed site in co-channel or adjacent-channel frequency bands (within ±10 MHz of the CTS and LTE base station transmit frequency bands) and assignments for systems within 30 miles, operating in second and third harmonically related frequency bands. FCC assignments for systems within 10 miles operating in co channel, adjacent-channel, or second and third harmonically related frequency bands, will also be identified. The 75 mile radius will be used to include C-E equipment at other DoD and government facilities that could possibly receive signals from the proposed commercial transmitters.

For the analysis of non-linear EMI effects (intermodulation), the cosite EME will include FRRS, GMF, and FCC frequency assignments between 300 MHz and 30 GHz for systems within a two mile radius of the proposed site. The two mile radius is a conservative boundary for the analysis of non-linear EMI effects.

<sup>&</sup>lt;sup>1</sup> Anthony M. Valletta, DoD CIO (formerly OASD (C3I)) Memorandum to Secretaries of the Military Departments, et al., Subject: *Placement of Commercial Telecommunications Services on Federal Property*, Washington, DC: DoD CIO (formerly ASD (C3I)), 15 December 1997.

A site survey will not be required. Coordination will be conducted with the purchaser, US Government Spectrum Management, and Base Safety personnel at the proposed site. Proposed system information will be verified with the sponsor. Environmental frequency assignment data will be reviewed and validated with the installation spectrum manager. Any data for frequency assignments not listed in the FRRS, GMF, or FCC databases will be used to augment the project EME.

The augmented frequency assignment data, along with the system characteristics of the introduced commercial telecommunications equipment, will be used to perform the EMI analysis. EMI analysis techniques will be used to determine the potential for inband, adjacent band, harmonically related, and intermodulation interference. These techniques are designed to eliminate from further consideration those systems for which interference is not predicted using conservative analysis parameters.

For systems not eliminated in the conservative analysis, the Electromagnetic Spectrum Engineering Services (ESES) Contractor will conduct additional, more-detailed, analyses using additional JSC environmental analysis techniques. These techniques predict the effective on-tune received power levels considering the effects of transmitter power levels, harmonic levels, additional filtering provided by duplexers, etc., in the transmit path, transmitter antenna gain (in the direction of the victim receiver), receiver antenna gain (in the direction of the interfering transmitter), and receiver signal-filtering loss (frequency-dependent rejection).

The interference thresholds used in the EMI analysis will be based on interference-to-noise ratios (I/N) required for compatible operation as dictated by the specific modulation types involved in the interference interactions.

Deliverables: Results Memorandum followed by a CR

6.2 Task 2 - RADHAZ Analysis.

Upon verification of the characteristics data of the proposed commercial telecommunications system, an analysis will be performed using applicable DoD thresholds to determine distance separation requirements to avoid the potential for RADHAZ to personnel, fuel, and ordnance using EIDs.

Deliverables: To be delivered in the Task 1 Results Memorandum and CR

- 7. Performance Standards. Not Applicable.
- 8. Incentives. Not Applicable.
- 9. <u>Place of Performance</u>. The primary efforts associated with this TO PWS shall be performed at the government and the ESES Contractor facility. A site survey will not be performed as described in item 6.1.

Alternate Place of Performance - Contingency Only. As determined by the COR, contractor employees may be required to work at an alternate place of performance (e.g., home, the contractor's facility, or another approved activity within the local travel area) in cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, government closure due to inclement weather, etc.). Non-emergency/non-essential contractors should not report to a closed government facility. Contractor shall prepare all deliverables and other contract documentation utilizing contractor resources. To the extent possible, the contractor shall use best efforts to provide the same level of support as stated in the PWS. In the event the services are impacted, reduced, compromised, etc., the Contracting Officer or the contractor may request an equitable adjustment pursuant to the Changes clause of the contract.

- 10. Period of Performance. 240 calendar days after contract award.
- 11. Delivery Schedule.

#### Schedule of Deliverables

Title	Schedule of Deliverables
Results Memorandum	22 Weeks after TO Award
Consulting Reports	4 weeks after the Results Memorandum is distributed

- 12. <u>Security</u>. Work performed under this TO will include the following classifications of work: UNCLASSIFIED, PROPRIETORY, FOR OFFICIAL USE ONLY, CONFIDENTIAL, and SECRET. A SECRET clearance will be required to perform daily duties. Periodic meetings will be held where individuals are often required to share data and gather information in a classified environment. Individuals must be able to obtain and maintain a SECRET Clearance.
- 13. <u>Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)</u>. Historical project files and reports will be provided. Site and system characteristics information for the installation proposed by the purchaser will be provided.
- 14. Other Pertinent Information or Special Considerations.
  - a. Identification of Possible Follow-on Work. Not applicable.
- b. <u>Identification of Potential Conflicts of Interest (COI)</u>. The ESES contractor shall identify any possible organizational conflict of interest (OCI) as defined in Subpart 9.5 of the Federal Acquisition Regulation. If there is an OCI, the ESES contractor must inform the COR and provide an OCI Mitigation Plan that identifies how the OCI is to be mitigated.
  - c. <u>Identification of Non-Disclosure Requirements</u>. Not applicable.
  - d. Packaging, Packing and Shipping Instructions. Not Applicable, provided in the base contract.
  - e. Inspection and Acceptance Criteria. Not Applicable, provided in the base contract.
  - f. Property Accountability. Not applicable.
- 15. Section 508 Accessibility Standards. Not applicable.
- 16. External Support. None.
- 17. Pricing Information. Information is obtained from Price List for MSP Support.

Section E - Inspection and Acceptance

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0013 INSPECT AT Destination

INSPECT BY

ACCEPT AT Destination

ACCEPT BY Government

Government Dest

## Section F - Deliveries or Performance

# **DELIVERY INFORMATION**

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0013 POP 11-MAY-2015 TO N/A DISA JOINT SPECTRUM CENTER H98294
10-JAN-2016 66 ;
2104 TURBOT LANDING
ANNAPOLIS MD 21402-5064

**86** FOB: Destination

Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.5F20 000 C1013 0 068142 2F 257020 DOSMC50121 AMOUNT: \$42,495.00 CIN DOSMC501210013: \$42,495.00

### Section I - Contract Clauses

### CLAUSES INCORPORATED BY FULL TEXT

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer

BL Name:

Organization/Office Symbol: PL63

Phone No.:

86

E-Mail Address:

86

Contract Specialist

Name:

BG

Organization/Office Symbol: PL63

Phone No.:

86

E-Mail Address: BG

Customer/COR/TM Point of Contact

Name:

BL

Organization/Office Symbol: DSO/JSC/OS351

Phone No.:

BE

E-Mail Address:

Contractor Point of Contact Contractor Legal Business Name:

DUNS: 0833655498 CAGE CODE: 9M715

Contractor POC: Anne Hasselbrack

E-Mail Address: anne.hasselbrack@exelisinc.com

Phone Number: 301-867-2985

\OR

Michael Hayes 301-867-2956

Michael.hayes@exelisinc.com

(End of clause)

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

### (a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

#### Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

### Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

### Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0131
Issue By DoDAAC	HC1047
Admin DoDAAC	HC1047
Inspect By DoDAAC	H98294
Ship To Code	N/A

Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	H98294
Service Acceptor (DoDAAC)	H98294
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	HAA031

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

56

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.



(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

(Date)   J	8. DELIVERY FO  X DEST INA OTHER  (See Schedule if  SMALL DISADVAN' WOMEN-OV  ESS IN BLOCK  MARK ALL PACKAGES AN PAPERS WITH IDENTIFICATIO NUMBERS IN BLOCKS J AND  mbered contract.
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	RED PURCHASE MS
	DATE SIGN (FFFFMMMD
PRICE	23. AMOUNT
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TOTAL	£44.400.00
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TITLE O	F AUTHORIZED
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AMOUNT CRECT FO	r verified Dr
CHECK N	UMBER
	ADING NO.
	TIALS

# Section C - Descriptions and Specifications

# PERFORMANCE WORK STATEMENT

### PERFORMANCE WORK STATEMENT (PWS) SPONSOR PROGRAM as of 17/Sep/2014

Contract Number:	HC1047-07	-D-0001
JSC Tracking Number:	T3777	2 0001
Task Order Number:		
Type of Task Order	Cost Plus Incentive Fee Firm Fixed Price	(Check one box) (Double click on a box to check it.)
Key Words	AT&T Mobility, Fort Wainw. MSP	right, E3 Analysis, RADHAZ, WCS, AWS, LTE,
	SPONS	OR
	AT&T Mo	bility
	16221 NE 73	
	Redmond, W	A 98052
		and the same of th

- 1. Contracting Officer's Representative (COR).
- a. Primary COR.

Name:	36
Organization:	Joint Spectrum Center (JSC)/OS351
Department of Defense Activity Address Code (DODAAC):	H98294
Address:	2004 Turbot Landing Annapolis, MD 21012-5064
Phone Number:	86
Fax Number:	(410) 293-9268
E-Mail Address:	SC -

### b. Alternate COR.

Name:	66
Organization:	JSC/OS351
DODAAC:	H98294
Address:	2004 Turbot Landing Annapolis, MD 21012-5064
Phone Number:	86
Fax Number:	(410) 293-9268
E-Mail Address:	86

- 2. Task Order (TO) Title. AT&T Mobility on Fort Wainwright E3 Analysis Support
- 3. <u>Background</u>. The Telecommunications Act of 1996 directed the heads of all Federal Government departments and agencies to facilitate access by mobile service providers (MSPs) to Federal property for the purpose of siting equipment and mobile service antennas (MSAs). In response, the Department of Defense (DoD) Chief Information Officer (CIO) [formerly the Assistant Secretary of Defense for Command, Control, Communications, and

Intelligence (ASD C31)] issued a policy memorandum regarding placement of commercial antennas on DoD property.<sup>1</sup>

The DoD CIO policy memorandum requires that Commanders and/or Agency Directors coordinate requests for the placement of new telecommunications services on Federal property with the DoD Joint Spectrum Center (JSC), and that the JSC evaluate the proposed antenna siting/telecommunication service for potential electromagnetic interference to the existing or planned telecommunications operations of the affected government facility. The memorandum further states that the requestor will reimburse the JSC for the cost of the evaluation.

AT&T Mobility, hereafter referred to as the purchaser, has requested permission to install and operate an Advanced Wireless Services (AWS) system, a Wireless Communications Service (WCS) system, and a Long Term Evolution (LTE) system at two sites on Fort Wainwright, AK.

- 4. Objectives. The objectives of this effort are to:
  - Determine the potential for electromagnetic interference (EMI) from the proposed system transmitters to
    existing and planned military, government, and commercial communications-electronics (C-E) systems.
  - Determine the potential for electromagnetic radiation hazards (RADHAZ) from the proposed system transmitters to personnel, fuel, and ordnance with electrically initiated devices (EIDs).
- 5. <u>Scope</u>. This PWS addresses tasking to be performed by the Electromagnetic Spectrum Engineering Services (ESES) contractor in the area of:

Electromagnetic Environmental Effects (E3) and Spectrum Engineering – coordinating electromagnetic compatibility (EMC) standards; analyzing equipment and systems for potential E3 problems and recommending solutions; performing radio frequency (RF) measurements; developing and conducting E3 training; assisting the acquisition community by assessing E3; determining operational frequency bands; and providing assistance in acquiring host nation approval for equipment operation.

6. <u>Performance Requirements</u>. The contractor shall provide an electromagnetic environmental effects (E3) and RADHAZ analysis of the proposed installation. The results of the analysis will be documented in a memorandum followed by a Consulting Report (CR).

### 6.1 Task I - E3 Analysis.

Preliminary information from the sponsor will be used to conduct a search of military, government, and commercial frequency assignment databases to identify systems operating on government facilities in the vicinity of the site of interest. The electromagnetic environment (EME) will be compiled from the Frequency Resource Record System (FRRS), the Government Master File (GMF), and the Federal Communications Commission (FCC) frequency assignment databases at the JSC. For the analysis of linear EMI effects, the EME will include FRRS and GMF assignments for systems within 75 miles of the proposed site in co-channel or adjacent-channel frequency bands (within ±10 MHz of the AWS, WCS, and LTE base station transmit frequency bands) and assignments for systems within 30 miles, operating in second and third harmonically related frequency bands. FCC assignments for systems within 10 miles operating in co channel, adjacent-channel, or second and third harmonically related frequency bands, will also be identified. The 75 mile radius will be used to include C-E equipment at other DoD and government facilities that could possibly receive signals from the proposed commercial transmitters.

For the analysis of non-linear EMI effects (intermodulation), the cosite EME will include FRRS, GMF, and FCC frequency assignments between 300 MHz and 30 GHz for systems within a two mile radius of the proposed site. The two mile radius is a conservative boundary for the analysis of non-linear EMI effects.

A site survey will not be required. Coordination will be conducted with the purchaser, US Government Spectrum Management, and Base Safety personnel at the proposed site. Proposed system information will be verified with the

<sup>&</sup>lt;sup>1</sup> Anthony M. Valletta, DoD CIO (formerly OASD (C31)) Memorandum to Secretaries of the Military Departments, et al., Subject: *Placement of Commercial Telecommunications Services on Federal Property*, Washington, DC: DoD CIO (formerly ASD (C3I)), 15 December 1997.

sponsor. Environmental frequency assignment data will be reviewed and validated with the installation spectrum manager. Any data for frequency assignments not listed in the FRRS, GMF, or FCC databases will be used to augment the project EME.

The augmented frequency assignment data, along with the system characteristics of the introduced commercial telecommunications equipment, will be used to perform the EMI analysis. EMI analysis techniques will be used to determine the potential for inband, adjacent band, harmonically related, and intermodulation interference. These techniques are designed to eliminate from further consideration those systems for which interference is not predicted using conservative analysis parameters.

For systems not eliminated in the conservative analysis, the Electromagnetic Spectrum Engineering Services (ESES) Contractor will conduct additional, more-detailed, analyses using additional JSC environmental analysis techniques. These techniques predict the effective on-tune received power levels considering the effects of transmitter power levels, harmonic levels, additional filtering provided by duplexers, etc., in the transmit path, transmitter antenna gain (in the direction of the victim receiver), receiver antenna gain (in the direction of the interfering transmitter), and receiver signal-filtering loss (frequency-dependent rejection).

The interference thresholds used in the EMI analysis will be based on interference-to-noise ratios (I/N) required for compatible operation as dictated by the specific modulation types involved in the interference interactions.

Deliverables: Results Memorandum followed by a CR

6.2 Task 2 - RADHAZ Analysis.

Upon verification of the characteristics data of the proposed commercial telecommunications system, an analysis will be performed using applicable DoD thresholds to determine distance separation requirements to avoid the potential for RADHAZ to personnel, fuel, and ordnance using EIDs.

Deliverables: To be delivered in the Task 1 Results Memorandum and CR

- 7. Performance Standards. Not Applicable.
- 8. Incentives. Not Applicable.
- 9. <u>Place of Performance</u>. The primary efforts associated with this TO PWS shall be performed at the government and the ESES Contractor facility. A site survey will not be performed as described in item 6.1.

Alternate Place of Performance - Contingency Only. As determined by the COR, contractor employees may be required to work at an alternate place of performance (e.g., home, the contractor's facility, or another approved activity within the local travel area) in cases of unforeseen conditions or contingencies (e.g., pandemic conditions, exercises, government closure due to inclement weather, etc.). Non-emergency/non-essential contractors should not report to a closed government facility. Contractor shall prepare all deliverables and other contract documentation utilizing contractor resources. To the extent possible, the contractor shall use best efforts to provide the same level of support as stated in the PWS. In the event the services are impacted, reduced, compromised, etc., the Contracting Officer or the contractor may request an equitable adjustment pursuant to the Changes clause of the contract.

- 10. Period of Performance. 240 calendar days after contract award.
- 11. Delivery Schedule.

	Schedule of Deliverables
Title	Schedule of Deliverables

Results Memorandum	14 Weeks after TO Award
Consulting Reports	4 weeks after the Results Memorandum is distributed

- 12. <u>Security</u>. Work performed under this TO will include the following classifications of work: UNCLASSIFIED, PROPRIETORY, FOR OFFICIAL USE ONLY, CONFIDENTIAL, and SECRET. A SECRET clearance will be required to perform daily duties. Periodic meetings will be held where individuals are often required to share data and gather information in a classified environment. Individuals must be able to obtain and maintain a SECRET Clearance.
- 13. <u>Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI)</u>. Historical project files and reports will be provided. Site and system characteristics information for the installation proposed by the purchaser will be provided.
- 14. Other Pertinent Information or Special Considerations.
  - a. <u>Identification of Possible Follow-on Work</u>. Not applicable.
- b. <u>Identification of Potential Conflicts of Interest (COI)</u>. The ESES contractor shall identify any possible organizational conflict of interest (OCI) as defined in Subpart 9.5 of the Federal Acquisition Regulation. If there is an OCI, the ESES contractor must inform the COR and provide an OCI Mitigation Plan that identifies how the OCI is to be mitigated.
  - c. Identification of Non-Disclosure Requirements. Not applicable.
  - d. Packaging, Packing and Shipping Instructions. Not Applicable, provided in the base contract.
  - e. Inspection and Acceptance Criteria. Not Applicable, provided in the base contract.
  - f. Property Accountability. Not applicable.
- 15. Section 508 Accessibility Standards. Not applicable.
- 16. External Support. None.
- 17. Pricing Information. Information is obtained from Price List for MSP Support.

Section E - Inspection and Acceptance

# INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN 0013

INSPECT AT

Destination

INSPECT BY

ACCEPT AT Government Destination

ACCEPT BY Government

### Section F - Deliveries or Performance

### **DELIVERY INFORMATION**

CLIN DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

0013 POP 07-MAY-2015 TO N/A DISA JOINT SPECTRUM CFNTER H98294 06-FEB-2016

&6 2104 TURBOT LANDING ANNAPOLIS MD 21402-5964

& FOB: Destination

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930.5F20 000 C1013 0 068142 2F 257020 DOSMC50124 AMOUNT: \$41,498.00 CIN DOSMC501240013: \$41,498.00

## CLAUSES INCORPORATED BY FULL TEXT

# 52.204-9000 Points of Contact (May 2015)

Contracting Officer

Name:

Organization/Office Symbol: PL63

Phone No.:

66

E-Mail Address

86

Contract Specialist

Name:

Name: BC Organization/Office Symbol: PI.63

Phone No.:

86

E-Mail Address: ; 86

Customer/COR/TM Point of Contact 86

Name:

Organization/Office Symbol: DSO

Phone No.: 86

E-Mail Address: 86

Contractor Legal Business Name: ITT Exelis

DUNS: 083655498 CAGE CODE: 9M715

Contractor POC: Anne Hasselbrack

E-Mail Address: anne.hasselbrack@exelisinc.com

Phone Number: 301.867.2985

(End of clause)

Section I - Contract Clauses

### CLAUSES INCORPORATED BY FULL TEXT

## 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.
- (c) WAWF access. To access WAWF, the Contractor shall--
- (1) Have a designated electronic business point of contact in the System for Award Management at https://www.acquisition.gov; and
- (2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this Web site.
- (d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at https://wawf.eb.mil/.
- (e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.
- (f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s). combo
- (2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

  Not applicable.
- (3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table	
	*
Field Name in WAWF	Data to be entered in WAWF

Pay Official DoDAAC	HQ0131
Issue By DoDAAC	HC1047
Admin DoDAAC	HC1047
Inspect By DoDAAC	H98294
Ship To Code	H98294
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	H98294
Service Acceptor (DoDAAC)	H98294
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	-
Other DoDAAC(s)	

- (4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
- (5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Name:

E-mail:

86

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT		I. CONTRACT	ID CODE	PAGE OF	PAGES
AWISKDIVIEW OF SOCIETY	*IIO////IODII	learnen of contract				1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			5. PROJECT?	NO.(Ifapplicab	de)
P00001	21-Jan-2007	DJSPR7Z001					
6. ISSUED BY CODE	HC1047	7. ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR		COI	DE HC104	17	
DISA/PL61 DISA DITCO-NCR PO BOX 4502 ARLINGTON VA 22204-4502		NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206					
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, S	State and Zip Code)	9	A. AMENDM	ENT OF SOL	ICITATIO	N NO.
ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008			9	B. DATED (S	EE ITEM 11	)	
			χĻ	0A. MOD. OF IC1047-07-D-0	CONTRAC 0001	CORDER N	O.
CODF. 9M715	FACILITY COD	DE.		0B. DATED ( 7-Nov-2006	SEE ITEM	13)	
11.		PPLIES TO AMENDMENTS OF SOLI	CITA1	TIONS			
The above numbered solicitation is amended as set forth	i in Item I 4. The hour and o	date specified for receipt of Offer	is	extended.	is not exten	ded.	
Offer must acknowledge receipt of this amendment prior  (a) By completing Items 8 and 15, and returning  or (c) By separate letter or telegram which includes a re RECEIVED ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this an provided each telegram or letter makes reference to the:  12. ACCOUNTING AND APPROPRIATION DA	copies of the amendment ference to the solicitation a HE RFCEIPTOF OFFERS P mendment you desire to chan solicitation and this amend	t; (b) By acknowledging receipt of this amendment amendment numbers. FAILURE OF YOUR PRIOR TO THE HOUR AND DATE SPECIFIE tige an offer already submitted, such change may	ent on ea ACKNO DMAY be made	ich copy of the off WLEDGMENT RESULT IN by telegramor let	IO BE		
							-
IT MODI	FIESTHE CONTRAC	O MODIFICATIONS OF CONTRACT T/ORDER NO. AS DESCRIBED IN IT	EM 14				
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.			····		_		
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT					is changes in	paying	
C. THIS SUPPLEMENTAL AGREEMENT IS		**************************************	10 13.1	00(D).			
D. OTHER (Specify type of modification and a Unilateral Modification issued IAW FAR Claus							
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copie	s to the issuing	office.		***************************************
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Numl 86, 74 The purpose of this modification is to change to	162	ny UCF section headings, including solic	itation	/contract subje	ct matter		
Except as provided herein, all terms and conditions of the doc 15A. NAME AND TITLE OF SIGNER (Type or p	···	16A NAME AND TITLE OF ON				nrint)	
TOTAL PARTIE ATTO THE DE OF GIONER (Type of )	/. mi	86 TEL: 86		MAIL: BG	er (1 Abe of	pinii)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B 15			16C.	DATE SIGN	NED
		BY			21	Jan-2007	
(Signature of person authorized to sign)	L	(Signature of Contracting Off	icer)	<del></del>			

### **SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from DFAS-COLUMBUS CENTER DFAS-CO-JWB/GATEWAY DIVISION, P O BOX 182 COLUMBUS OH 43218-2251 to DFAS-INDIANAPOLIS CENTER ATTN: DEPT 3800 (VENDOR PAY) 8899 EAST 56TH STREET

INDIANAPOLIS IN 46249-3800

AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT	I. CONTRACT I	ID CODE	PAGE OF PAGES
					1 2
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE 12-Jul-2007	4. REQUISITION/PURCHASE REQ. NO. DJSPR7Z001		5. PROJECT N	O.(Ifapplicable)
6, ISSUED BY CODE	HC1047	7. ADMINISTERED BY (Ifother than item 6)		DE HC104	7
DISA/PL61 DISA DITCO-NCR PO BOX 4502 ARLINGTON VA 22204-4502		DISA/CONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206			
8. NAME AND ADDRESS OF CONTRACTOR ITT INDUSTRIES INC FRANK PALLANTE	(No., Street, County, S	tate and Zip Code)	9A. AMENDME	ENT OF SOL	ICITATION NO.
12975 WORLDGATE DRIVE HERNDON VA 20170-6008			9B. DATED (SE		
			X 10A. MOD. OF HC1047-07-D-0		
CODE 9M715	FACILITY COD		X 17-Nov-2006	302112	
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the above numbered solicitation is amended as set fort  Offer must acknowledge receipt of this amendment price			is extended.	is not extend	led.
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IT MODI	FIESTHE CONTRACT	O MODIFICATIONS OF CONTRACTS F/ORDER NO. AS DESCRIBED IN ITE	M 14.		
A. THIS CHANGE ORDER IS ISSUED PURSU. CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT C. THIS SUPPLEMENT AL AGREEMENT IS	H IN ITEM 14, PURSU	JANT TO THE AUTHORITY OF FAR	E CHANGES (such as 43.103(B).	changes in p	paying
		SUANT TO AUTHORITY OF:			
<ul> <li>D. OTHER (Specify type of modification and a Administrative modification.</li> </ul>	authority)				
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies to the issuing o	office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Number: 8C 071 This is an administrative modification to delete feappears to be inconsistent with an IDIQ contra	1244 FAR Clause 52.217-2.				
xcept as provided herein, all terms and conditions of the doc 5A. NAME AND TITLE OF SIGNER (Type or p		or 10A, as heretofore changed, remains unchange			
	,	B €   TEL: B6	EMAIL:	K (1 ype or p	iruat j
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC			DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Office	er)	12-Ji	ul-2007
VALUETONIECO CE AA					

## **SUMMARY OF CHANGES**

SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.217-2

Cancellation Under Multiyear Contracts

OCT 1997

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2. AMENDMEN I/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.			f phonical	1 2
P00003	06-Sep-2007	DJSPR7Z001			3.PROJECT	NO.(Ifapplicable)
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DISA/PL61 DISA DITCO-NCR PO BOX 4502 ARLINGTON VA 22204-4502		DISACONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22011-3206			TICIO	
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12975 WORLDGATE DRIVE HERNDON VA 20170-6008			$\sqcup \bot$	2007	SEETTEM 11	
						T/ORDER NO.
CODE 9M715	FACILITY COL	DE PPLIES TO AMENDMENTS OF SOLE	X   17	-Nov-2006	(SEE ITEM	13)
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Offer must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter makes reference to	copies of the amendments a reference to the solicitation at R THE RECEIPT OF OFFERS is amendment you desire to char	nt: (b) By acknowledging receipt of this amendme and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED	CKNOV	h copy of the of VLEDGMENT ESULTIN	LO BE	
12. ACCOUNTING AND APPROPRIATION	DATA (If required)					
13. THIS	TEM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITE	YORDE	RS.		
A. THIS CHANGE ORDER IS ISSUED PUI CONTRACT ORDER NO. IN ITEM 10	RSUANT TO: (Specify at	athority) THE CHANGES SET FORTH	IN ITE	M 14 ARE N	ADE IN TH	Е
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO C. THIS SUPPLEMENTAL AGREEMENT	*** ** ** * * * * * * * * * * * * * *	DAIL TO THE AUTHORITY OF FAR	E CHAI R 43.10.	NGES (such a B(B).	is changes in	paying
D. OTHER (Specify type of modification at	nd authority)				<del></del>	
Administrative modification.						
. IMPORTANT: Contractor X is not,				o the issuing		
4. DESCRIPTION OF AMENDMENT/MODI where feasible.) Modification Control Number: 84. (The purpose of this modification is to change	071494	y UCF section headings, including solicit	at ion/ce	ontract subje	ct matter	
. , , and a state of the state	o the rayment office.					
ept as provided herein, all terms and conditions of the	document referenced in Item 9A	or 10A, as hereto fore changed, remains unchange	ed and in	full force and ef	Bot.	
A. NAME AND TITLE OF SIGNER (Type o	r print)	REAL NAME AND TITLE OF COM	L. B. V.L.	ING OFFICE	R (Type or p	orint)
3. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC	EMAIL A	<u>86</u>	16C. D	DATE SIGNED
(Signature of passes		BY <b>%</b>			nes	ep-2007
(Signature of person authorized to sign)	1	(Signature of Contracting Office	\		1 00-31	oh-5001

### **SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The 'Payment will be made by' organization has changed from DFAS-INDIANAPOLIS CENTER

ATTN: DEPT 3800 (VENDOR PAY)

8899 EAST 56TH STREET

INDIANAPOLIS IN 46249-3800

to

DFAS-CO/JAQ

ATTN: CAPSW/ORP2

P.O. BOX 369016

COLUMBUS OH 43236-9016

S. PRIJECT NO (Impelicable 22 Sep-2009   23 Sep-2009   24 Sep-2009   2	2. AMENDMENT MODIFICATION NO.	3. EFFECTIVE DATE	4 PEOLIICITONIBURA		V		1 2
PALIDITY	P00004					5. PROJECT	NO.(Ifapplicable)
FRANK PRAISE  PREVIOUS AND APPROPRIATION DATA (If required)  11. THISTEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS.  The above numbered solicitations is amended as set 6mb in 16m 14. The hour and date specified in the solicitation or as introduced by one of the following particle of the same and the specified in the solicitation or as introduced by one of the following particle of the same and that specified in the solicitation or as introduced by one of the following particle of the same and that specified in the solicitation or as introduced by one of the following particle of the same and that specified in the solicitation or as introduced by one of the following particle of the solicitation	DISACONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5	HC1047	DISACONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYUNE 5	)	COD	HC104	7
TEL: BE EMAIL: 66  CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  BY SE 18 Sep 2000	FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008  The above numbered solicitation is amended as set for Offer must acknowledge receipt of this amendment process of the provided as set for the provided as provided as and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the 2. ACCOUNTING AND APPROPRIATION DESTRUCTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the 2. ACCOUNTING AND APPROPRIATION DESTRUCTION OF THE ABOVE NUMBERED CONTRACT OFFER ABOVE NUMBERED CONTRACT OFFICE, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT IS DUBLISHED TO Extend the provided as the provided as a	EACILITY CODE  THIS ITEM ONLY A  Thin Item 14. The hour and date speci- copies of the amendment reference to the solicitation a THE RECEIPT OF OFFERS P amendment you desire to chan c solicitation and this amendi  DATA (If required)  EM APPLIES ONLY TO DIFFES THE CONTRACT  UANT TO: (Specify aut  DRDER IS MODIFIED TO TH IN ITEM 14, PURSI ENTERED INTO PUR  authority) authority) and The Term Of The Co	PPLIES TO AMENDMENTS OF SOLID date specified for receipt of Offer fied in the solicitation or as amended by one of fit; (b) By acknowledging receipt of this amendment amendment numbers. FAILURE OF YOUR A'RIOR TO THE HOUR AND DATE SPECIFIED upon offer already submitted, such change may be ment, and is received prior to the opening hour at the opening hour and the opening hour at the opening hour and the opening hour at the	X 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	OA. MOD. OF (10147-07-D-0) OB. DATED (ST-1047-07-D-0) OB. DATED (ST-1047-07-D-0) OB. DATED (ST-1048-0-0) OB. DATED (ST-1048-0-	CONTRACT ONTRACT ONTRACT ONTRACT ONTRACT DE ITEM 1.  Jis not extend submitted: O BE  The submitted: O BE T	/ORDER NO.
CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED  18 Sept.	DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number 32 09147 ONTRACT HC1047-07-D-0001, ELECTROMAC bdiffication issued to exercise the first option	70 GNETIC SPECTRUM ENG Deriod extending the co	UCF section headings, including solicities				
(Signature of person authorized)	DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number & 0914; MODIFIACT HC1047-07-D-0001, ELECTROMAC foolification issued to exercise the first option erms and conditions of the contract, including	TO  GNETIC SPECTRUM ENGINETIC SP	UCF section headings, including solicite SINEERING SERVICES dering period of the contract through a continuing nature, remain unchanged as a continuing nature of the continuing nature.	of Sepndin f	tember 2010. A ull force and eff	All other fect.	nt)
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## SUMMARY OF CHANGES

# SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0003** 

The option status has changed from Option to Option Exercised.

**CLIN 0004** 

The option status has changed from Option to Option Exercised.

AMENDMENT OF SOLICIT	TATION/MODIF	ICATION OF CONTRACT	1.CON	TRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO.					1 2
P00005	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. DJSPR7Z001		5. PROJE	CTNO.(Happlicable)
6. ISSUED BY CODE	13-Jul-2010 HC1047	7. ADMINISTERED BY (Ifother than item6)			
DISA/PL63 5111 LEESBURG PIKE, SUITE 900A FALLS CUURCH VA 22041-3206	1101047	See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008	(No., Street, County, S	Ante and Zip Code)	9B. DAT	ED (SEE ITEM	ACT/ORDER NO.
CODE_ 9M715	FACILITY COD		X 17-Nov-		w 13)
The above numbered solicitation is amended as set for		PPLIES TO AMENDMENTS OF SOLIC	TATIONS		
Offer must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR T REJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter makes reference to the	or to the hour and date speci- copies of the amendment reference to the solicitation as HE RECEIPT OF OFFERS P mendment you desire to chan esolicitation and this amendr	L  fed in the solicitation or as amended by one of the city of this amendment.  (b) By acknowledging receipt of this amendment amendment numbers. FAILURE OF YOUR A RIOR TO THE HOUR AND DATE SPECIFIED are an offer already submitted, such change grow by	on each copy of CKNOWLEDG MAY RESULT	hads: of the offer submitted SMENT TO BE	
12. ACCOUNTING AND APPROPRIATION D	ATA (If required)				
13. THIS IT	EM APPLIES ONLY TO	O MODIFICATIONS OF CONTRACTS	ORDERS.		
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A.	UANT TO: (Specify au	T/ORDER NO. AS DESCRIBED IN ITE (thority) THE CHANGES SET FORTH I	M 14. N ITEM 14 /	ARE MADE IN 1	ГНЕ
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	THE HEAVE 14, PURSU	JANT TO THE AUTHORITY OF FAR	E CHANGES 43.103(B).	(such as changes	in paying
C. THIS SUPPLEMENTAL ACREEMENT IS	ENTERED INTO PUR	RSUANT TO AUTHORITY OF:			
D. OTHER (Specify type of modification and Administrative modification - P.L. 109–282 as	authority) s amended by P.L. 110-	-252.			
			-	issuing office.	
DESCRIPTION OF AMENDMENT/MODIFI where feasible.)     Modification Control Num	324 se 52.204-10, Reportin	g Executive Compensation and First-Ti	er Subcontra	ct Awards in	e
xcept as provided herein, all terms and conditions of the doc	cument referenced in Item9A	or IOA, as heretofore changed, remains unchange	d and in full forc	e and effect.	
5A. NAME AND TITLE OF SIGNER (Type or p	orint)	16A. NAME AND TITLE OF CONT	PACTINGO	HERCER (Tune (	or print)
5B. CONTRACTOR/OFFEROR	ISC. DATE SIGNED	16B. UNITED STATES OF AMERIC	EMAIL:	<i>8</i> 6	C. DATE SIGNED
(Signature of person authorized to sign)		BY 86 (Signature of Contracting Office	r)	13	3-Jul-2010
YCEPTION TO SE 20			• /		

### **SUMMARY OF CHANGES**

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-10

Reporting Subcontract Awards

SEP 2007

AMENDMENT OF SOLICIT	ATION/MODIE	ICATION OF CONTED A CO	1. CONTRACT ID CO	DE PAGE OF PAGES
AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT	V	1   2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PR	ROJECT NO.(Ifapplicable)
P00006	22-Sep-2010	DJSPR7Z001		
6. ISSUED BY CODE	HC1047	7. ADMINISTERED BY (Ifother than item 6)	CODE	
DISA/PL63 5111 LEESBURG PIKE, SUITE 900A FALLS CHURCH VA 22/041-32/06		See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR	(No. Street County S	Into and Zin Coda)	QA AMENDMENT	OF SOLICITATION NO.
ITT INDUSTRIES INC FRANK PALLANTE	(Tron, Tarocc, County, o	and and sap ( dae)	M. AMENDMENT	or solicit at ton no.
12975 WORLDGATE DRIVE HERNDON VA 20170-6008			9B. DATED (SEE IT	EM 11)
HERMOON VA 2017(F0)(05			104 MOD OF CON	TRACT (ARDER NA
		X	HC1047-07-D-0001	TRACT/ORDER NO.
COUNTY OF THE		V	10B. DATED (SEE I	TEM 13)
CODE 9M715	THIS ITEM ONLY AL	E X PPLIES TO AMENDMENTS OF SOLICIT	17-Nov-2006	
The above numbered solicitation is amended as set for				
Offer must acknowledge receipt of this amendment pri				iot extended.
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a reCEIVED AT THE PLACE DESIGNATED FOR TREJECTION OF YOUR OFFER. If by virtue of this a provided each telegramor letter makes reference to the	copies of the amendment eference to the solicitation at HE RECEIPT OF OFFERS P mendment you desire to chan	t: (b) By acknowledging receipt of this amendment or nd amendment numbers. FAILURE OF YOUR ACK RIOR TO THE HOUR AND DATE SPECIFIED MA use an offer already submitted, such change may be may	n each copy of the offer subm NOWLEDGMENT TO BE AY RESULT IN	nitted;
12. ACCOUNTING AND APPROPRIATION D.	ATA (If required)			
13. THISTT	EM APPLIES ONLY TO	O MODIFICATIONS OF CONTRACT S/OF	DERS.	
		T/ORDER NO. AS DESCRIBED IN ITEM		
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT	RDER IS MODIFIED THE INTERNITEM TALE PURS	TO REFLECT THE ADMINISTRATIVE (	HANGES (such as char	nges in paying
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PUR	RSUANT TO AUTHORITY OF:	.103(B).	
X D. OTHER (Specify type of modification and	authority)			
UNILATERAL - FAR 52.217-9 Option To Exte				
E. IMPORTANT: Contractor X is not,			ies to the issuing office	
14. DESCRIPTION OF AMENDMENT/MODIFI where feasible.) Modification Control Number: RG 10 CONTRACT HC1047-07-D-0001, ELECTROMAC	1797		on/contract subject ma	iter
Modification issued to exercise the secondt op terms and conditions of the contract, including	tion period extending to any modification of a	he ordering period of the contract through continuing nature, remain unchanged and	21 September 2011. in full force and effec	All other :t.
xcept as provided herein, all terms and conditions of the do	runnent referenced in Itam O.A.	or IOA saberga fina da maria a		- National Control of
5A. NAME AND TITLE OF SIGNER (Type or p	orint)	16A. NAME AND TITLE OF CONTR.		une or print)
, JF-7-1		- R(	EMAIL: 86	ype or print)
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  86	^ ~	16C. DATE SIGNED
(Signature of person authorized to sign)		BY B6 (Signature of Contracting Officer)		21-Sep-2010
VCEDTION TO CC 10		1 . 5		

### **SUMMARY OF CHANGES**

# SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 0005

The option status has changed from Option to Option Exercised.

**CLIN 0006** 

The option status has changed from Option to Option Exercised.

		FICATION OF CONTRACT	I.	I. CONTRACTID	40	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.				1 1
P00007	22-Sep-2010	DJSPR7Z001		)	. PROJECTN	(Oldspilgqs11).O
6. ISSUED BY COD	E HC1047	7. ADMINISTERED BY (Ifother than item6	,	CODE	1110101	
DISA/PL63 5111 LEESBURG PIKE, SUITE 900A FALLS CHURCH VA 22041-3206		DISACONTRACTS-NCR NATIONAL CAPITAL REGION 511 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206	,	CODE	HC104	7
8. NAME AND ADDRESS OF CONTRACT ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE	OR (No., Street, County,	State and Zip Code)		A. AMENDMEN		
HERNDON VA 20170-6008			$\vdash$	A. MOD. OF CO		
				A. MOD. OF CC 21047-07-D-000		
CODE 9M715	FACILITY COL	)E	X   17	B. DATED (SEI '-Nov-2006	E ITEM 13	3)
The above numbered solicitation is amended as se	11. THIS ITEM ONLY A	PPLIES TO AMENDMENTS OF SOLI	CITAT	IONS		
Offer nust acknowledge receipt of this amendmen  (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which include RECEIVED ATTHE PLACE DESIGNATED FO REJECTION OF YOUR OFFER. If by virtue of the provided each telegram or letter nukes reference to	t prior to the hour and date speci copies of the amendmen es a reference to the solicitation a PR THE RECEIPT OF OFFERS P its amendment you desire to char o the solicitation and this amendo	fied in the solicitation or as amended by one of to the solicitation or as amended by one of the total by acknowledging receipt of this amendment annihers. If ALLURE OF YOUR APPRIOR TO THE HOUR AND DATE SPECIFIED	he follow int on each ACKNOV MAYR	ing methods: h copy of the offer su VLEDGMENT TO B ESULTIN	s not extende buitted:	ed.
2. ACCOUNTING AND APPROPRIATION	DATA (If required)					
13. THIS	ITEM APPLIES ONLY TO	O MODIFICATIONS OF CONTRACTS	/ORDEI	96		
A. THIS CHANGE ORDER IS ISSUED PU CONTRACT ORDER NO. IN ITEM 10	DUILIES LHE CONTRACT	INORDER NO AS DESCRIBED IN THE			E IN THE	
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO	T/ORDER IS MODIFIED T PRTH IN ITEM 14, PURSI	TO REFLECT THE ADMINISTRATIVE JANT TO THE AUTHORITY OF FAR	E CHAN 43.103	VGES (such as ch	anges in pa	ıying
- THO SETT PEMENT AL AGREEMENT	IS ENTERED INTO PUR	SUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification a Administrative modification pursuant to C	nd authority) langes clause					
IMPORTANT: Contractor X is not.	is required to sign	this document and return	opies to	the issuing office	re.	<del></del>
DESCRIPTION OF AMENDMENT/MOD where feasible.) Modification Control Number & 10. doministrative modification to rescind modific	01817	UCF section headings, including soliciti	ation/co	entract subject ma	atter	
pt as provided herein, all terms and conditions of the c	locument referenced in Item9A o	r 10A, as heretofore changed, remains unchanged	land in fu	Il force and effect		
a. NAME AND TITLE OF SIGNER (Type of	r print)	16A. NAME AND TITLE OF CONT	RACTI	NG OFFICER (T	ype or prin	nt)
. CONTRACTOR/OFFEROR	15C. DATE SIGNED		EMAIL:	B6		
	DATE SIGNED	16B. UNITED STATES OF AMERICA BY B6	A		16C. DA	TE SIGNED
(Signature of person authorized to sign)	1				22-Sep-	-2010
CEPTION TO SF 30	20.10	(Signature of Contracting Officer	7)		<u> </u>	

2. AMENDMEN I/MODIFICATION NO.			[	V	1 1 2
	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	<u> </u>	5. PROJECT	NO.(Ifapplicable)
P00008	17-Dec-2010	DJSPR7Z001	,		
6. ISSUED BY CODE  DISA/PL63 5111 LEESBURG PIKE, SUITE 900A FALLS CHURCH VA 22041-3206	HC1047	7. ADMINISTERED BY (If other than item 6) DISACONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LESSURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206		CODE HC10	47
8. NAME AND ADDRESS OF CONTRACTOR ITT INDUSTRIES INC FRANK PALLANTE	(No., Street, County,	State and Zip ('ode)	9A. AMEI	NDMENT OF SOI	LICITATION NO
12975 WORLDGATE DRIVE HERNDON VA 20170-6008				D (SEE ITEM 11	
				D. OF CONTRAC 7-D-0001 ED (SEE ITEM	
CODE 9M715	FACILITY COI		X 17-Nov-20	•	13)
The above numbered solicitation is amended as set fo	I. THIS ITEM ONLY A	APPLIES TO AMENDMENTS OF SOLIC	CITATIONS		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED AT THE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the ILLACCOUNTING AND APPROPRIATION I	reference to the solicitation THE RECEIP TOF OFFERS amendment you desire to cha to solicitation and this amend	PRIOR TO THE HOUR AND DATE SPECIFIED	CKNOWLEDGN MAY RESULT D	ENT TO BE	
		O MODIFICATIONS OF CONTRACTS	(ODDEDG	****	
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A.	DIFIES THE CONTRAC	T/ORDER NO. AS DESCRIBED IN ITE	M 14.	RE MADE IN TH	Е
B. THE ABOVE NUMBERED CONTRACT/	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIV	E CHANGES (s	uch as changes in	navine
Office, appropriation date, etc.) SET FOR  C. THIS SUPPLEMENTAL AGREEMENT I	THE HALL COM 14, PURC	SUANT TO THE AUTHORITY OF FAR	2 43.103(B).		
D. O'THER (Specify type of modification and	l authority)				
E. IMPORTANT: Contractor is not,	X is required to sign	this document and return 1	copies to the is:	mina office	
4. DESCRIPTION OF AMENDMENT/MODIF where feasible.)	ICATION (Organized I		ation/contract	subject matter	
Modification Control Number: 84 11 The purpose of this modification is to remove	FAR clause 52.216-21	Requirements and add FAR clause 52.	216-22 Indefini	te Quantity.	
The purpose of this modification is to remove					
Modification Control Number: 86 11 The purpose of this modification is to remove  scept as provided herein, all terms and conditions of the do  A. NAME AND TITLE OF SIGNER (Type or	ocument referenced in Item 9 A	or IOA, as hexetofore changed, remains unchange	d and in full force	and effect.	
The purpose of this modification is to remove scept as provided herein, all terms and conditions of the do so. NAME AND TITLE OF SIGNER (Type or	ocument referenced in Item 9 A		d and in full force	md effect. FICER (Type or p	print)
The purpose of this modification is to remove	ocument referenced in Item 9 A	or 10A, as heretofore changed, remains unchange	ed and in fall force FRACTING OF EMAIL:	md effect. FICER (Type or p  86	orint)  DATE SIGNED  an-2011

AMENDMENT OF SOLICIT	ATION/MODII	FICATION OF CONTRACT	r	1. CONTRAC	LID CODE	PAGE OF PAGE
				V		1   3
2. A MENDMENT/MODIFICATION NO. P00009	3. EFFECTIVE DATE  24-Aug-2011	4. REQUISITION PURCHASE REQ. NO. DJSPR7Z001			5.PROJEC	TNO.(Ifapplicable)
6. ISSUED BY CODE	HC1047	7. ADMINISTERED BY (Ifother than item 6)		CC	DDE HC10	047
DEFENSE INFORMATION SYSTEMS AGENCY P.O. BOX 549 FT. MEADE MD 20755		DISACONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206			DE NOM	J47
8. NAME AND ADDRESS OF CONTRACTOR ITT INDUSTRIES INC.	(No., Street, County, S	State and Zip Code)	9	A. AMENDA	MENT OF SC	DLICITATION NO
FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6003			9	B. DATED (	SEE ITEM 1	1)
			x L	0A. MOD. 01 IC1047-07-D	FCONTRAC	T/ORDER NO.
CODE 9M715	FACILITY COD		11	OB. DATED		
		APPLIES TO AMENDMENTS OF SOL		7-Nov-2006		
The above numbered solicitation is amended as set for				extended,		
Offer must acknowledge receipt of this amendment price					is not exte	naed.
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a retrieved ATTHE PLACE DESIGNATED FOR THE REJECTION OF YOUR OFFER. If by virtue of this as provided each telegram or letter makes reference to the	eference to the solicitation a HE RECEIPT OF OFFERS P mendment you desire to chan solicitation and this amendi	nd amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED use an offer already submitted, such change may be	CKNO MAY	WLEDGMENT RESULT IN	TO BE	
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)					
13. THISIT	EM APPLIES ONLY T	O MODIFICATIONS OF CONTRACT	S'ORE	DERS.		
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	JANT TO: (Specify au	thority) THE CHANGES SET FORTH	IN ITI	EM 14 ARE N	MADE IN T	НЕ
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	H IN ITEM 14, PURS	UANT TO THE AUTHORITY OF FAR	E CHA	ANGES (such	as changes i	n paying
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:				<del> </del>
D. OTHER (Specify type of modification and a 52.126-10 Incentive Fee	nuthority)					
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copies	to the issuing	g office.	
amount or terlects the amount a	1643 ITT Corporation to invented to the invent		eriod 9	in the total a 2010 - 27 Ma	emount of	
aw arded for Program Management Office perf		·	8у			
See the attached list for the task orders and aw						
All terms and conditions remain unchanged and increase and conditions of the doc	ument referenced in Item 9A	or 10A, as hereto fore changed, remains unchange	ed and i	n full force and e	effect.	
5A. NAME AND TITLE OF SIGNER (Type or p	rint)	164 NAME AND TITLE OF CONT	LBYU	TING OFFIC	ER (Type o	r print)
CD CONTRA LOTTO :		TEL: BG	EM	AIL: BC		
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERIC	CA		16C.	DATE SIGNED
(Signature of Farmer)		BY &			24-	Aug-2011
(Signature of person authorized to sign)		(Signature of Contracting Offic	er)			

#### SUMMARY OF CHANGES

### SECTION I - CONTRACT CLAUSES

The following were previously included by reference and are now included by full text:

52.216-10 INCENTIVE FEE (MAR 1997)

- (a) General. The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) Target cost and target fee. The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) below.
- (1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.
- (2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) below.
- (c) Withholding of payment. Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.
- (d) Equitable adjustments. When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.
- (e) Fee payable. (1) The fee payable under this contract shall be the target fee increased by [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost is less than the target cost or decreased by [Contracting Officer insert Contractor's participation] cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than [Contracting Officer insert percentage] percent or less than \_\_\_\_\_\_\_ [Contracting Officer insert percentage] percent of the target cost.
- (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) above, and within the minimum and maximum fee limitations in subparagraph (1) above, when the total allowable cost is increased or decreased as a

consequence of (i) payments made under assignments or (ii) claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

- (3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.
- (4) For the purpose of fee adjustment, "total allowable cost" shall not include allowable costs arising out of-
- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;
- (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor's being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
- (iii) Any direct cost attributed to the Contractor's involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
- (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
- (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.
- (5) All other allowable costs are included in "total allowable cost" for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
- (f) Contract modification. The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.
- (g) Inconsistencies. In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

(End of clause)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The below Table of Contents has been added

Exhibit/Attachment Table of Contents

DOCUMENT TYPE

DESCRIPTION

**PAGES** 

DATE

Attachment 1

Task Order Incentive List 2

24-AUG-2011

AMENDMENT OF SOLICIT	ATION/MODIF	ICATION OF CONTRACT	,	I.CONTRACTI	D CODE	PAGEO	OF PAGES
				V		1	2
2. AMENDMENT/MODIFICATION NO. P00010		4. REQUISITION/PURCHASE REQ. NO. DJSPR7Z001			5. PROJEC	T NO.(Ifappli	cable)
	21-36р-2011				1,,04		
6. ISSUED BY CODE	HC1047	7. ADMINISTERED BY (Ifother than item 6) DISA/CONTRACTS-NCR		COD	E HC1	047	
DEFENSE INFORMATION SYSTEMS AGENCY P.O. BOX 549		NATIONAL CAPITAL REGION 5111 LEESBURG PIKE					
FT. MEADE MD 20755		SKYLINE 5					
		FALLS CHURCH VA 22041-3206	S				
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, St	ate and Zip Code)	9	A. AMENDME	ENT OF S	OLICITAT	ION NO.
ITT INDUSTRIES INC FRANK PALLANTE			-	B. DATED (SE	CITCM	HI	
12975 WORLDGATE DRIVE HERNDON VA 20170-6008				`			
			x L	0A. MOD. OF 1C1047-07-D-0	CONTRA 1001	CT/ORDER	l NO.
				OB. DATED (	SEE ITEN	4 13)	
CODE 9M715	FACILITY CODI	3740	_	7-Nov-2006			
		PPLIES TO AMENDMENTS OF SOL	$\overline{}$		_		
The above numbered solicitation is amended as set forth				extended,	is not ext	tended.	
Offer must acknowledge receipt of this amendment prio				-			
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re							
RECEIVED AT THE PLACE DESIGNATED FOR TH							
REJECTION OF YOUR OFFER. If by virtue of this an					er,		
provided each telegram or letter makes reference to the same and the s		ent, and is received prior to the opening hour a	nd date	specified.			
		O MODIFICATIONS OF CONTRACT T/ORDER NO. AS DESCRIBED IN IT					
A. THIS CHANGE ORDER IS ISSUED PURSU					ADE IN T	LUE	
CONTRACT ORDER NO. IN ITEM 10A.		monty) The change, see Toky A		EM 14 ARE W	ADE IN I	III	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT	RDER IS MODIFIED T	O REFLECT THE ADMINISTRATIV	E CIL	ANGES (such a	s changes	in paying	
C. THIS SUPPLEMENTAL AGREEMENT IS			( 43.1	υ <b>3(Β)</b> .			
D OTUCE (See if the see if the see				,	-		
X D. OTHER (Specify type of modification and a FAR 52.217-8 Option to Extend the Term of the company of the							
E. IMPORTANT: Contractor X is not,	is required to sign	this document and return	copie	s to the issuing	office.		
<ol> <li>DESCRIPTION OF AMENDMENT/MODIFIC where feasible.)</li> </ol>	CATION (Organized by	UCF section headings, including solici	tation	/contract subject	ct matter		
	1812						
The purpose of this modification is to exercise		0007 FFP Engineering and 0008 CPIF	Engine	ering of the su	ıbject con	itract	
from 22 Sep 11 to 21 Sep 12.				•	•		
All terms and conditions remaning unchanged a	and in full force and eff	ect.					
Except as provided herein, all terms and conditions of the doc	ument referenced in Item O.A.	or 10A as hereto five shanged remains unabout		in 6.11 6 and and ad	E		
ISA. NAME AND TITLE OF SIGNER (Type or p		16A. NAME AND TITLE OF CON				or print)	
		86					
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERI	CA	_	160	C. DATE SI	GNED
(6)		BY &		=	1	9-Sep-2011	1
(Signature of person authorized to sign)		(Signature of Contracting Offi	сет)				

# **SUMMARY OF CHANGES**

# SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0007** 

The option status has changed from Option to Option Exercised.

**CLIN 0008** 

The option status has changed from Option to Option Exercised.

2. AMENDMENT/MODIFICATION NO.		FICATION OF CONTRAC		V		] 1	10
P00011	3.EFFECTIVE DATE 03-Jan-2012	4. REQUISITION/PURCHASE REQ. NO. DJSPR7Z001			5. PROJECT	NO (Ifappli	
6. ISSUED BY CODI DEFENSE INFORMATION SYSTEMS AGENCY P.O. BOX 549 FT. MEADE MD 20755	HC1047	7. A DMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206		COL	DE HC104	17	
8. NAME AND ADDRESS OF CONTRACTO ITT INDUSTRIES INC FRANK PALLANTE	OR (No., Street, County,	State and Zip ('ode)	9/	A. AMENDME	NT OF SOL	ICITATI	ON NO
12975 WORLDGATE DRIVE HERNDON VA 20170-6008			91	. DATED (SE	EITEMII	)	
				A. MOD. OF 1047-07-D-0			NO.
CODE 9M715	FACILITY COD		X   17	B. DATED (S -Nov-2006	SEE ITEM	3)	
The above numbered solicitation is amended as set	THE THE ONLY	APPLIES TO AMENDMENTS OF SOL	ICITA]	IONS			
Offer must acknowledge receipt of this amendment (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes RECEIVED ATTHE PLACE DESIGNATED FOI REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to 2. ACCOUNTING AND APPROPRIATION	a reference to the solicitation a R THE RECEIPT OF OFFERS P s amendment you desire to chan the solicitation and this amends	t: (0) By acknowledging receipt of this amendmen and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATE SPECIFIED	it on eacl CKNOW MAY Ri	) copy of the offer /LEDGMENTT( ESULT IN	O BE		
13. THIS	ITEM APPLIES ONLY TO DIFFE THE CONTRACT	O MODIFICATIONS OF CONTRACTS	ORDE	RS.			
CONTRACT ORDER NO. IN ITEM 10/	SUANT TO: (Specify aud A.		NITEN				<del></del>
B. THE ABOVE NUMBERED CONTRACT office, appropriation date, etc.) SET FO	ORDER IS MODIFIED T RTH IN ITEM 14, PURSU	O REFLECT THE ADMINISTRATIVE JANT TO THE AUTHORITY OF FAR	CHAN 43.103	IGES (such as (B).	changes in p	aying	
C. THIS SUPPLEMENTAL AGREEMENT  D. OTHER (Specify type of modification and approximation and approximation).	IS EN I ERED INTO PUR	SUANT TO AUTHORITY OF:					
	d addition hy)						
IMPORTANT: Contractor X is not,	is required to sign (	his document and return c	opies to	the issuing of	fice.		
DESCRIPTION OF AMENDMENT/MODE where feasible.) Modification Control Numbe & he purpose of this modification is to:	FICATION (Organized by		tion/co	ntract subject	matter		
Authorized ITT to bill for the Incentive fee of Change of address for DISA Change of COR from ( BC). Add FAR Clause 52.204-10 REPORTING Expedient at the task order level for task order in the control of the co	(FC) (TIVE COMPENIS A TIC	See summary of Change  N AND FIRST-TIER SUBCONTRACT AV  classified task orders only				ints.	
ll terms and conditions remain unchanged ar							
ept as provided herein, all terms and conditions of the di	ocument referenced in Item 0 4 -	7 I A Schwerto Section 1					
L. NAME AND TITLE OF SIGNER (Type or	print)	16A. NAME AND TITLE OF CONTI	and in fu	II force and effect.	Tune or nei	inel	
CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA			16C. DA	TE SIGN	ED
(Signature of person authorized to sign)	1	BY &			-   03-Jan	-2012	
CEPTION TO SF 30		(Signature of Contracting Officer	)		00-0all	2012	

# SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The 'issued by' organization has changed from

DISA/CONTRACTS-NCR
NATIONAL CAPITAL REGION
5111 LEESBURG PIKE
SKYLINE 5
FALLS CHURCH VA 22041-3206

to

DEFENSE INFORMATION SYSTEMS AGENCY 6910 COOPER AVENUE

FT. MEADE MD 20755

The 'administered by' organization has changed from

DISA/CONTRACTS-NCR
NATIONAL CAPITAL REGION
5111 LEESBURG PIKE
SKYLINE 5
FALLS CHURCH VA 22041-3206
to
DEFENSE INFORMATION SYSTEMS AGENCY
6910 COOPER AVENUE
FT. MEADE MD 20755

## SECTION B - SUPPLIES OR SERVICES AND PRICES

The following have been added by full text:

SUMMARY OF CHANGE FOR FEE T Fee to be Paid TO# # HC1047-07-D-0001-0002 1766 HC1047-07-D-0001-0003 1809 HC1047-07-D-0001-0005 1458 HC1047-07-D-0001-0029 1662 HC1047-07-D-0001-0042 1458-1 HC1047-07-D-0001-0054 1977C HC1047-07-D-0001-0055 2421 HC1047-07-D-0001-0066 1904 HC1047-07-D-0001-0073 1914 HC1047-07-D-0001-0076 1433-5

		1			
Н	C1047-07-D-0001-0114	1141		\$	<u> </u>
Н	C1047-07-D-0001-0188	1977F		\$	- 
Н	C1047-07-D-0001-0191	2047		\$	
Н	C1047-07-D-0001-0216	3027	\$		
Н	C1047-07-D-0001-0229	3130		\$	
Н	C1047-07-D-0001-0235	0917		\$	_ 
Н	C1047-07-D-0001-0245	0869	\$		
Н	C1047-07-D-0001-0253	0103-1	\$		-
Н	C1047-07-D-0001-0255	1977C		\$	
Н	C1047-07-D-0001-0256	0103-2		\$	
Н	C1047-07-D-0001-0262	3024	\$		
Н	C1047-07-D-0001-0263	2047		\$	
Н	C1047-07-D-0001-0273	3146		\$	
Н	C1047-07-D-0001-0275	3147	\$		
Н	C1047-07-D-0001-0277	3167	\$		
н	C1047-07-D-0001-0278	3157		\$	
н	C1047-07-D-0001-0284	1977A		\$	
Н	C1047-07-D-0001-0285	1977G-2	\$		
н	C1047-07-D-0001-0286	3171		\$	
н	C1047-07-D-0001-0294	3174		8	
Н	C1047-07-D-0001-0301	3177		\$	
Н	C1047-07-D-0001-0302	3156		\$	
н	C1047-07-D-0001-0303	3143		\$	
нс	1047-07-D-0001-0306	1562		\$	
н	1047-07-D-0001-0312	3195	\$		•
НС	1047-07-D-0001-0314	3194		\$	
но	1047-07-D-0001-0323	1433	\$		-
нс	1047-07-D-0001-0325	3168		\$	
нс	1047-07-D-0001-0329	0103-3	\$		-
нс	1047-07-D-0001-0334	0869	\$		
нс	1047-07-D-0001-0354	3234		\$	
нс	1047-07-D-0001-0355	3034	Li	\$	
нс	1047-07-D-0001-0357	3104		\$	
НС	1047-07-D-0001-0358	1517	\$		
НС	1047-07-D-0001-0359	3024		\$	
	1047-07-D-0001-0360	1942		\$	



HC1047-07-D-0001-0366	3115	\$
HC1047-07-D-0001-0367	3071	\$
HC1047-07-D-0001-0368	3119	
HC1047-07-D-0001-0369	3120	\$
HC1047-07-D-0001-0371	1581	\$
HC1047-07-D-0001-0372	3225	F431 280 200
HC1047-07-D-0001-0382	3256	\$
HC1047-07-D-0001-0383	3255	\$
HC1047-07-D-0001-0384	3253	\$ -
HC1047-07-D-0001-0385	1661	\$
HC1047-07-D-0001-0387	3167	
HC1047-07-D-0001-0389	3248	
HC1047-07-D-0001-0390	3238	
HC1047-07-D-0001-0391	3187	
HC1047-07-D-0001-0412	1744	
HC1047-07-D-0001-0413	3286	
HC1047-07-D-0001-0414	3285	
HC1047-07-D-0001-0419	3254	
HC1047-07-D-0001-0421	3289	
HC1047-07-D-0001-0422	3288	
HC1047-07-D-0001-0423	3290	
HC1047-07-D-0001-0424	3294	
HC1047-07-D-0001-0425	3295	S S S S S S S S S S S S S S S S S S S
HC1047-07-D-0001-0426	3287	
HC1047-07-D-0001-0428	1314	
HC1047-07-D-0001-0443	1433	
HC1047-07-D-0001-0444	1661-1	
HC1047-07-D-0001-0457	3027	\$ 100 miles
HC1047-07-D-0001-0472	3305	\$
HC1047-07-D-0001-0473	3324	
HC1047-07-D-0001-0474	0869	\$
HC1047-07-D-0001-0479	3320	
HC1047-07-D-0001-0480	3331	3



1		1 <b>s</b>	1
HC1047-07-D-0001-0481	1581		
HC1047-07-D-0001-0490	1517	\$	
HC1047-07-D-0001-0503	3284	\$	
HC1047-07-D-0001-0504	3363	\$	
HC1047-07-D-0001-0505	3304	\$	<b>b</b>
HC1047-07-D-0001-0507	3187	\$	10x
HC1047-07-D-0001-0509	3289	3	]
HC1047-07-D-0001-0511	1809	\$	
HC1047-07-D-0001-0513	1766	\$	
HC1047-07-D-0001-0514	3295	\$	
HC1047-07-D-0001-0515	3288	\$	
		\$	

# SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0007 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2011 TO 21-SEP-2012	N/A	DISA/JSC  2004 TURBOT LANDING ANNAPOLIS MD 21402-5064  FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2011 TO 21-SEP-2012	N/A	DISA JOINT SPECTRUM CENTER	H98294
		2004 TURBOT LANDING	
		ANNAPOLIS MD 21402-5064	
		<i>B</i> 6	
		FOB: Destination	

The following Delivery Schedule item for CLIN 0008 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
	<b>4</b>		

HC1047-07-D-0001 P00011 Page 6 of 10

POP 22-SEP-2011 TO

DISA/JSC

H98294

21-SEP-2012

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

86

FOB: Destination

56

To:

**DELIVERY DATE** 

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 22-SEP-2011 TO

21-SEP-2012

DISA JOINT SPECTRUM CENTER

H98294

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

SG FOB: Destination

The following Delivery Schedule item for CLIN 0009 has been changed from:

N/A

N/A

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

H98294

POP 22-SEP-2012 TO

21-SEP-2013

DISA/JSC

136

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

86

FOB: Destination

To:

**DELIVERY DATE** 

QUANTITY

N/A

SHIP TO ADDRESS

UIC

POP 22-SEP-2012 TO

21-SEP-2013

DISA JOINT SPECTRUM CENTER 86

H98294

2004 TURBOT LANDING

**ANNAPOLIS MD 21402-5064** 

BE

FOB: Destination

The following Delivery Schedule item for CLIN 0010 has been changed from:

**DELIVERY DATE** 

**QUANTITY** 

SHIP TO ADDRESS

UIC

H98294

POP 22-SEP-2012 TO

21-SEP-2013

N/A

DISA/JSC

86

2004 TURBOT LANDING **ANNAPOLIS MD 21402-5064** 

BC

FOB: Destination

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2012 TO 21-SEP-2013	N/A	DISA JOINT SPECTRUM CENTER  &© 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064  &© FOB: Destination	H98294

The following Delivery Schedule item for CLIN 0011 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2013 TO 21-SEP-2014	N/A	DISA/JSC  86 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064  86 FOB: Destination	H98 <b>29</b> 4

To:

POP 22-SEP-2013 TO N/A 21-SEP-2014  DISA JOINT SPECTRUM CENTER H98294  & 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064  & EOP: Destination
FOB: Destination

The following Delivery Schedule item for CLIN 0012 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2013 TO 21-SEP-2014	N/A	DISA/JSC  &C  2004 TURBOT LANDING  ANNAPOLIS MD 21402-5064  &C  FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
---------------	----------	-----------------	-----

The following Delivery Schedule item for CLIN 0015 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 22-SEP-2015 TO N/A DISA/JSC H98294
21-SEP-2016 S6

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

ANNAPOLIS MD 21402-506

OC

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 22-SEP-2015 TO N/A DISA JOINT SPECTRUM CENTER H98294
21-SEP-2016

S 6 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

FOB: Destination

The following Delivery Schedule item for CLIN 0016 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 22-SEP-2015 TO N/A DISA/JSC H98294 21-SEP-2016

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 22-SEP-2015 TO N/A DISA JOINT SPECTRUM CENTER H98294 21-SEP-2016 G G

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

FOB: Destination

**SECTION I - CONTRACT CLAUSES** 

The following have been added by reference:

52.204-10

Reporting Executive Compensation and First-Tier Subcontract Awards

JUL 2010

AMENDMENT OF SOLICIT	ATION/MODII	TCATION OF CONTRACT	I.CONTRACT	rid code	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. P00012	J. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO. DJSPR72001		5. PROJECTI	(O.((foppiicable)
6. ISSUED BY CODE  OISACONTRACTS-NCR P.O. BOX 549 FT. MEADE MD 20165	HC1047	7. ADMINISTERED BY (Ifother than Item6) DEFENSE REFORMATION SYSTEMS AGENCY 6910 COOPER AVENUE FT. MEADE MD 20155		DE HC104	7
The above numbered solicitation is surended as set for Officinals acknowledge receipt of this surenderset put (a) By completing liems 8 and 15, and returning or (c) By separate letter or relegamenths in includes a RECEIVED ATTHE PLACE DESIGNATED FOR TREJECTION OF YOUR OFFER. If by virtue of this a provided each relegamen letter makes reference to the 12. ACCOUNTING AND APPROPRIATION D	PACILITY COIL THIS ITEM ONLY A thin Item 14. The hour and or to the hour and date spec copies of the smendser exercate to the soft challon. HE RECEIPTOP OFFERS mendment you desire to the solicitation and this amend ATA (If required)  EM APPLIES ONLY T IFIES THE CONTRAC UANT TO: (Specify a  DRDER IS MODIFIED THIN ITEM 14, PUR! SENTERED INTO PU  authority)  X is required to sign (CATION (Organized)	DE PPLIES TO AMENDMENTS OF SOLIC date specified for receipt of Offer it field in the solicitation or as amended by one offinit; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURR OF YOUR AI PRIOR TO THE HOUR AND DATE SPECIFIED age an offer already submitted, such change may be intent, and is received prior to the opening hour an ITO MODIFICATIONS OF CONTRACTS OT/ORDER NO. AS DESCRIBED IN ITE uthority) THE CHANGES SET FORTH II TO REFLECT THE ADMINISTRATIVE SUANT TO THE AUTHORITY OF FAR IRSUANT TO AUTHORITY OF:	98. DATED (S  X 10A-MOD-O) HC1047-07-D  10B. DATED X 17-Nov-2008 ITATIONS Is extended, Is extend	GE ITEM II  F CONTRACT 0001  (SEE ITEM I  is not exten  for submitted; TO BE  tter,  AADE IN TH  as changes in	ORDER NO. 3) Hed.
2. See summary of changes below. 3. All other terms and conditions remain unch except as provided herein, all terms and conditions of the do sa. NAME AND TITLE OF SIGNER (Typo or Wellinda Townsend, School See Contractor/Offeror (Signature of person authorized to sign)	conent referenced in Rem9.	A or 10A, as beretobre changed, remains unchanged  I CA DIABAD AND THE DOD COAT  BC  LCD DISTINUOUS OF A THE COMMISSION OF A T	PB A COMPANY COURT	16C.	-rint) DATE SIGN D Apr-2012
IXCEPTION TO SP 30 APPROVED BY OIRM 11-84	3(	0-105-04	Pres	NDARD FOR cribed by GSA (48 CFR) 53.	M 30 (Rev. 10-83) 243

# **SUMMARY OF CHANGES**

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

252.239-7001

Information Assurance Contractor Training and Certification JAN 2008

AMENDMENT OF SOLICIT	TATION/MODIE	ICATION OF CONTRACT	I. CONTRACT	ID CODE	PAGE OF PAGES
ANIENDMENT OF BODICE	AIIONNODI	ionitor of container			1 4
AMENDMENT/MODIFICATION NO.	3. BPFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT	(O.(Ifapplicable)
P00013	04-May-2012	DJSPR72001			
ISSUED BY CODE	HC1047	7. ADMINISTERED BY (Ifother than Item6) DEFENSE INFORMATION SYSTEMS AGENCY	CO	DE HC104	17
DISA/CONTRACTS-NCR		6910 COOPER AVENUE			
P.O. BOX 549 FT. MEADE MD 20786		FT, MEADE MD 20765			
			OA AMENDM	ENT OF SOL	ICITATION NO.
NAME AND ADDRESS OF CONTRACTOR ITT INDUSTRIES INC	(No., Street, County,	State and Zip Code)	JA. AMERDM	ENT OF SOL	ACTATION NO.
FRANK PALLANTE 12975 WORLDGATE DRIVE			9B. DATED (S	ee Item 11	)
HERNDON VA 20170-6008					
			× 124.047.07.87	CONTRACT	r/order no.
			IOB. DATED		
DDE 9M715	PACILITY COL	) II	X 17-Nov-2008		
		PPLIES TO AMENDMENTS OF SOLIC	SHOITATE		
The above numbered solicitation is amended as set for			is extended,	Is not exten	ded.
Ofermust acknowledge receipt of this amendment pr			i		
(a) By completing Items 8 and 15, and returning	copies of he wreadmen	it; (b) By acknowledging receipt of his amendme	nt on each copy of the of	er submitted;	
or (e) By separate letter or telegram which includes a	reference to the solicitation	and arrendment numbers. FAILURB OF YOUR A	CKNOWLEDOMENT.	to bu	
RECEIVED ATTHE PLACE DESIGNATED FOR TREBETION OF YOUR OFFER. He virtue of bis				ter.	
provided each telegram or letter makes reference to th	e solicitation and this surend	lment, and is received prior to the opening hour s	nd date specified.		
ACCOUNTING AND APPROPRIATION D					
13. THIS IT	'EM APPLIESONLY 1	O MODIFICATIONS OF CONTRACTS	VORDERS.		
		CT/ORDER NO. AS DESCRIBED IN ITE			
A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN ITEM 10A	SUANT TO: (Specify a	uthority) THE CHANGES SET FORTH	IN ITEM 14 ARE M	IADE IN TH	E
B. THE ABOVE NUMBERED CONTRACT/	ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIV	E CHANGES (such a	ıs changes in	paying
office, appropriation date, etc.) SET FOR C. THIS SUPPLEMENTAL AGREEMENT I	TH IN ITEM 14, POR	BUANT TO ALTHOUTY OF	(43.103(B).		
C. THIS SUPPLEMENT AL AGREEMENT	SENIERED INIOPO	RSDANT TO ACT HOIGHT OF.			
D. OTHER (Specify type of modification and	dauthority)				
Mutual agreement of both parties.					
MPORTANT: Contractor is not,	X is required to sign	a this document and return 1	copies to the issuing	g office.	9
DESCRIPTION OF AMENDMENT/MODIF	TCATION (Organized	by UCP section headings, including solici	tation/contract subje	ect matter	
where (casible.) Modification Control Numb 86 1210					
Modification Control Mant 116 121		1. W. A. I. S.			
	noratelunate clauses s	is indicated in the summery of changes	l.		
The purpose of this modification is to incorp		is indicated in the summary of changes			
The purpose of this modification is to incor All other terms and conditions remain unch		is indicated in the summary or changes	•		
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The purpose of this modification is to incor All other terms and conditions remain unch		is indicated in the summary of changes			
The purpose of this modification is to incor All other terms and conditions remain unch See summary of changes for details.	anged.			<b></b>	
The purpose of this modification is to incor. All other terms and conditions remain unch. See summary of changes for details.	eanged.	A or 10A, as hereinfine changed, remains unchang	eed and in full three and e	ilici.	walnet
The purpose of this modification is to incor. All other terms and conditions remain unch See summery of changes for details.  tet as provided herein, all terms and conditions of the d NAME AND TITLE OF SIGNER (Type or	ocument referenced in Items.	A or 18A, as heretoftee changed, remains unchang	eed and in full three and e	ilici.	unite <b>\</b>
The purpose of this modification is to incor. All other terms end conditions remain unch. See summary of changes for details.  See summary of changes for details.	ocument referenced in Items.	A or 10A, as hereinfine changed, remains unchang	eed and in full three and e	illed.	and a N
The purpose of this modification is to incorporate the conditions remain unchanges for details.  See summary of changes for details.  The purpose of this modification is to incorporate the conditions of the day of the conditions of the conditions of the day of the conditions of the conditions of the day of the conditions of the conditions of the day of the conditions of the day of the conditions of the condit	eanged.	A or 18A, as heretoftee changed, remains unchanged to the control of the control	eed and in full three and e	ED 17	DATE SIGNED
The purpose of this modification is to incor. All other terms end conditions remain unch. See summary of changes for details.  See summary of changes for details.	ocument referenced in Items.  For Construct  I.S.C. DATE SIGNED	A or 10A, as hereto bro changed, remains unchanged to the control of the control	eed and in full three and e	ED 17	DATE SIGNED
The purpose of this modification is to incor. All other terms and conditions remain unch. See summary of changes for details.  The purpose of this modification is to incor. All other terms and conditions of the day. A. NAME AND TITLE OF SIGNER (Type or Mellinda Townsund	ocument referenced in Items.  Forint)  SK CONTRACT	A or 19A, as heretofore changed, remains unchanged to the second	ed and in fall face and a	ED 17	DATE SIGNED  MQU 20

#### SUMMARY OF CHANGES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

# The following have been modified:

52,215-9118 MATERIAL PURCHASES (IAW FAR 15.204-2(h))

Except for those items proposed by the Contractor and agreed upon by the Government and Contractor during negotiations, any material purchased by the Contractor for use under this contract must be approved by the Contracting Officer's Representative/Task Monitor (COR/TM) prior to its purchase. The Government shall not be liable for material purchased without the COR/TM prior consent.

#### **SECTION I - CONTRACT CLAUSES**

## The following have been added by reference:

12
984
010
011
011
991 010

The following have been added by full text:

# 52.204-9001 Contract/Order Closeout-Fixed-Price, Time-and-Materials, or Labor-Hours

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will

subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance.

(End of clause)

## 52,209-9000 ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI) (DEC 2005)

- (a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.
- (b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:
  - (1) Providing systems engineering and technical direction.
  - (2) Preparing specifications or work statements and/or objectives.
  - (3) Providing evaluation services.
  - (4) Obtaining access to proprietary information.
- (c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in additional to any remedies that may be otherwise permitted by the contract or operation of law.

(End of clause)

# 52,239,9001. Data Information Assurance Protection

As prescribed in DARS 239.7103 (b), use the following clause:

# DATA INFORMATION ASSURANCE PROTECTION (JULY 2006)

(a) The contractor shall protect and safeguard sensitive Government Provided Information (GFI) and data from inadvertent disclosure, misuse, display, theft, and unauthorized actions that would destroy or render the information unavailable for specific government use. Should the contractor, or one of his/her employees, make any inadvertent or any unauthorized disclosure(s) or willfully participate in activities that result in detrimental harm to the protection and safeguarding of sensitive (GFI) and data, such actions may be considered to be a breach of this contract and the terms of the Default clause may be invoked. The contractor shall afford

safeguarding consistent with the protection requirements identified by the government until such time the government deems the information/data is no longer sensitive and provides corresponding written notification to the contractor.

- (b) All contractor and support contractor personnel with access to DISA and DOD Information Systems shall complete initial information assurance awareness and annual refresher training in accordance with DOD Directive, 8570.1, <u>IA Training, Certification, and Workforce</u> Management.
- (c) To support IA professionals, the DoD IA Portal (IA Support Environment (IASE)) provides DOD IA policy-training requirements and DoD sponsored training. The IA Portal is located at <a href="http://iase.disa.mii">http://iase.disa.mii</a>. This site also provides access to DOD Directive 8500.1, <a href="http://iase.disa.mii">Information Assurance</a> (IA), and DOD 8570.1-M, <a href="http://iase.disa.mii">Information Assurance</a> Workforce Improvement Program.

(End of clause)

The following have been deleted:

52.203-5

Covenant Against Contingent Fees

**APR 1984** 

The following included by reference have been revised:

252.227-7013	Rights in Technical DataNoncommercial Items	NOV 1995
252,227-7014	Rights in Noncommercial Computer Software and	JUN 1995
	Noncommercial Computer Software Documentation	
252.232-7003	Electronic Submission of Payment Requests	MAY 2006

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	<u>Γ</u>	I.CONIRAC		PAGE OF PAGES
2. AMENDMENT MODIFICATION NO.	3. EFFECTIVE DATE 23-Jul-2012	4. REQUISITION PURCHASE REQ. NO. DJSPR7Z001	_	_l		1 2 NO.(ifappi cable)
6. ISSUED BY CODE DISACONTRACTS-NCR P.O. BOX 649 FT. MEADE MD 20755	HC1047	7. A DMINISTERED BY (Ifother than item 6) DEFENSE INFORMATION SYSTEMS AGENCY 6910 COOPER AVENUE FT. MEADE MD 20765		C	DDE HC104	17
8. NAME AND ADDRESS OF CONTRACT OF IT INDUSTRIES INC FRANK PALLANTE 12976 WORLDGATE DRIVE HERNDON VA 20170-6008	R (No., Street, County, S	State and Zip Code)	x	PR. DATED (	SEE ITEM II	ORDER NO.
CODE 9M715	FACILITY COD			17-Nov-2006		
The above numbered solicitation is amended as set in Offer must acknowledge receipt of this amendment p (a) By completing firms 8 and 15, and returning or (c) By separate letter or telegram which includes a RECHIVED ATTHE PLACE DESIGNATED FOR REJECTION OF YOUR OFFER. If by virtue of this provided each telegram or letter makes reference to the	oth in Item 14. The hour and it nior to the hour and date speci- copies of the smendmen searchee to the solicitation a ONE RECELPT OF OFF RS F amendment you design to char	ided in the solicitation or as amended by one offit it; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR A PRIOR TO THE HOUR AND DATS. SPECIFIED	is te folto ton o CKNO MAY	s extended,  owing methods:  sch copy of the o  OWL'DGM NI  RESULTIN	то в	iled.
12. ACCOUNTING AND APPROPRIATION [	PATA (If required)					
I3. THIS I IT MO A. THIS CHANGE ORDER IS ISSUED PURS CONTRACT ORDER NO. IN I FEM. 18A	DIFIES THE CONTRACTURE TO Specify au	TO MODIFICATIONS OF CONTRACT: CT/ORDER NO. AS DESCRIBED IN IT WHOM'LY) THE CHANGES SET FORTH I	M I	4.	MADE IN THE	
B. THE ABOVE NUMBERED CONTRACT Office, appropriation date, etc.) SFT FOR C. THIS SUPPLEMENT ALAGRE: MENT	TO HAT THE MIT 4, PURCH	UANE TO THE AUTHORITY OF FAR	E CH. 43.1	ANGES (such 03(B).	es changes in	paying
D. OTHER (Specify type of modification and By mutual agreement of both the Government	lauthority)			<del></del>		
E. IMPORTANT: Contractor is not,		this document and return 9 c	onie	to the issuin	a Office	
14. DESCRIPTION OF AMENDMENT/MODIF where feasible.) Modification Control Numbr 86, 1. The purpose of this modification is to:  A. Add FAR clause 52.203-5, Covenant Again B. Add FAR clause 52.204-10, Reporting Exec All other terms and conditions remain unchang techt as provided herein, all terms and conditions of the de SA. NAME AND TITLE OF SIGNER (Type or Melinda Townsend, Sr Contract	est Contingent Fees surive Compensation and ged and in full force and comment referenced in Item 9A.	y UCF section headings, including solicits of First-Tier Subcontract Awards leffect. Please see Summary of Chang	etion.	/contract subject of the contract subject subj	ect matter	rint
5B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 7/24/12	IL R			16C. D	ATE SIGNED
(Signature of person authorized to sign)	1/22/16	B' (Signature of Contracting Office	T) .		- 26a	July 2012

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

ST ANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

# **SUMMARY OF CHANGES**

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.203-5 52.204-10

Covenant Against Contingent Fees Reporting Executive Compensation and First-Tier Subcontract Awards

APR 1984

FEB 2012

				CONTRACT ID C	PAGE OF PAGES		
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRA				V		1   2	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		5. F	ROJECT	NO.(Ifapplicable)	
P00015	12-Sep-2012	DJSPR7Z001					
6. ISSUED BY CODE	HC1047	7. ADMINISTERED BY (Ifother than item6)		CODE	HC104	17	
DISA/CONTRACTS-NCR P.O. BOX 549 FT. MEADE MD 20755		DEFENSE INFORMATION SYSTEMS AGENCY 6910 COOPER AVENUE FT. MEADE MD 20755					
8. NAME AND ADDRESS OF CONTRACTOR ( EXEUSING.	(No., Street, County,	State and Zip Code)	9A.	AMENDMENT	OF SOL	LICITATION NO.	
FRANK PALLANTE  12975 WORLDGATE DR STE 700  HERNDON VA 20170-6008				9B. DATED (SEE ITEM 11)			
			_	. MOD. OF CO 1047-07-D-000			
CODE 9M715	FACILITY COL	) F		DATED (SEF Nov-2006	EITEMI	13)	
		PPLIES TO AMENDMENTS OF SOLIC					
The above numbered solicitation is amended as set forth	in Item 14. The hour and	date specified for receipt of Offer	is ext	ended. i	s not exten	ded.	
Offer must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re RECEIVED ATTHE PLACE DESIGNATED FOR TH REJECTION OF YOUR OFFER. If by virtue of this an provided each telegramor letter makes reference to the	copies of the arrendment ference to the solicitation. E RECEIPT OF OFFERS and ment you desire to cha solicitation and this arrend	nt; (h) By acknowledging receipt of this amendmen and amendment numbers. FAILURE OF YOUR AG PRIOR TO THE HOUR AND DATE SPECIFIED inge an ofter already submitted, such change may be	t on each CKNOW! MAY RE made by	copy of the offer su LEDGMENTTO E SULT IN telegramor letter.			
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)						
I		TO MODIFICATIONS OF CONTRACTS/ CT/ORDER NO. AS DESCRIBED IN ITE		KS.			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.	IANT TO: (Specify a	uthority) THE CHANGES SET FORTH I	N ITEM	/ I4 ARE MAD	E IN TH	IE	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT					hanges in	paying	
C. THIS SUPPLEMENT AL ACREEMENT IS	ENTERED INTO PU	IRSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and a FAR 52.217-9	authority)						
E. IMPORTANT: Contractor X is not,	is required to sig	n this document and return	copies to	o the issuing off	īce.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Nv							
15A. NAME AND TITLE OF SIGNER (Type or p		16A NAME AND TITLE OF CON				nrint)	
		86					
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNIT			16C.	DATE SIGNED	
		BY 86			_   12-	-Sep-2012	
(Signature of person authorized to sign)		(Signature of Contracting Office	er)			- 45 - 5 - 5	

# **SUMMARY OF CHANGES**

# SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0009** 

The option status has changed from Option to Option Exercised.

CLIN 0010

The option status has changed from Option to Option Exercised.

AMENDMENT OF SOLICI	TATION/MODI	FICATION OF CONTRACT	r	1.CONTRAC	TID CODE	PAGE OF PAGE
2. AMENDMENT/MODIFICATION NO			· 	v		1 7
P00016	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO			5. PROJECT!	VO.((fapplicable)
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DISACONTRACTS-NCR P.O. BOX 549		8910 COOPER AVENUE	• 1			
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12975 WORLDGATE OR STE 700			9	B. DATED (S	EE ITEM 11	)
HERNDON VA 20170-8008			<del>                                     </del>			
			X	0A. MOD. 01 1C1047-07-D	F CONTRACT 0001	VORDER NO.
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CODE 9M715	FACILITY CO		X 1	7-Nov-2006	<b>,</b>	-,
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The above numbered solicitation is anunded as set &				extended,	is not extend	led.
Offer nust acknowledge receipt of this amendment p	rior to the hour and date spec	ified in the solicitation or as amended by one of t	he folio	wing methods:		
(a) By completing items 8 and 15, and returning or (c) By separate letter or telegram which includes a RECEIVED ATTIES IN ACCEPTAGE.	copies of the amendmen	it; (b) By acknowledging receipt of this amendme	nt on c	sch copy of the o	Ter submitted	
WECCHAED AT THE SEACE DESIGNATED HOK	THE RECEIPT OF OFFERS	PRIOR TO THE HOUR AND DATE SPECIFIED	Y AM C	RESULTIN		
KERCTION OF YOUR OFFER. Ifby v nuc of this	amendment you desire to che	nur an officelmedy submitted such about a and			iter,	
provided each telegramor letter makes recrence to the	e solicitation and this amend	ment, and is received prior to the opening hours	nd date	specified.		
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IT MOI	DIFIESTHE CONTRAC	O MODIFICATIONS OF CONTRACTS T/ORDER NO. AS DESCRIBED IN ITE	YORD!	ers		
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CONTRACT ORDER NO. IN ITEM 10A			124 1 2 1	SM 14 MKE IV	IADE IN I HE	3
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C. THIS SUPPLEMENTAL AGREEMENT	S ENTERED INTO PU	RSUANT TO AUTHORITY OF:		-(-).		····
D. OTHER (Specify type of modification and 52.243-2 Alt V	dauthority)					
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<ol> <li>DESCRIPTION OF AMENDMENT/MODIF where feasible.)</li> </ol>	ICATION (Organized t	y UCF section headings, including solicit	ation/	contract subje	ct matter	
Modification Control Num' Be, 1121						
The purpose of this modification is to income     Provinced Statement of Objections	porate:					
<ul> <li>Prevised Statement of Objectives, paragrap</li> <li>Update clause 52.203-9100</li> </ul>	h 8.4,					
. Update contractor point of contact.						
2. See summary of changes for details.						
cept as provided herein, all terms and conditions of the do	current referenced in Item9A	or IOA, as heretofore changed, remains unchange	d and ir	full force and of	ike)	
A. NAME AND TITLE OF SIGNER (Type or	print)	TOTAL STATE AND DIGHT DODGE		****		<del></del>
elinda Townsend, Sr Contra	ct Administrat	o <i>B</i> 6				
B. CONTRACTOR/OFFEROR	ISC. DATE SIGNED	1.			lienn	ATE COM
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(Signature of person authorized to sign)	10/3/12	1 <del>-</del>		-	— IU (	). I ani-1
CEPTION TO SF 30	L	(Signature of Contracting Office	1)		176	TI AUIS

APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by CSA FAR (48 CFR) 53,243

#### **SUMMARY OF CHANGES**

SECTION A - SOLICITATION/CONTRACT FORM

The contractor organization has changed from EXELIS INC.
FRANK PALLANTE
12975 WORLDGATE DR STE 700
HERNDON VA 20170-6008
to
EXELIS INC.
TROWBRIDGE LITTLETON
12975 WORLDGATE DR STE 700

HERNDON VA 20170-6008

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified: STATEMENT OF OBJECTIVES

Joint Spectrum Center

STATEMENT OF OBJECTIVES

# 1.0 BACKGROUND

The Joint Spectrum Center (JSC) is a technically oriented center for all electromagnetic (EM) spectrum matters supporting the Department of Defense. The JSC mission is to enable effective and efficient use of the electromagnetic spectrum and control of electromagnetic environmental effects (E3) supporting national security and military objectives. Additionally, JSC supports the EM/E3 analytical needs of Defense components and other organizations on a reimbursable basis. These responsibilities include the following task areas:

- 1. Operational Spectrum Support deploying qualified spectrum managers in support of Combatant Command (COCOM) or Joint Task Force (JTF) contingencies; deploying technical experts to take field measurements and analyze incidents of electromagnetic interference (EMI), determine causes, and recommend methods of resolution; and developing, operating, and maintaining DoD's standard spectrum management systems.
- 2. E3 and Spectrum Engineering coordinating electromagnetic compatibility (EMC) standards; analyzing equipment and systems for potential E3 problems and recommending solutions; performing RF measurements; developing and conducting E3 training; assisting the acquisition community by assessing E3: determining operational frequency bands; and providing assistance in acquiring host nation approval for equipment operation
- 3. Modeling and Simulation developing and maintaining spectrum management automated tools and analytical models to perform EMC analyses.
- 4. Information Management collecting and maintaining extensive data on spectrum dependent equipment and spectrum usage to support tactical, training, or sustaining-base operations, operational assessments, and research and development efforts; and providing and maintaining a capability to store and retrieve documents such as technical reports, project notebooks, and other related technical documents.
- 5. Research and Evaluate Emerging Technologies determining electromagnetic spectrum implications and opportunities for exploitation by DoD.
- 6. Technical Advice analyzing national and international electromagnetic spectrum issues and advising executive decision-makers on the technical viability of policy and implementation options.

#### 2.0 PURPOSE

The purpose of this acquisition is to provide the JSC with engineering services to facilitate improved mission effectiveness. The JSC vision is to be recognized as the DoD technical center of excellence and provider of choice for electromagnetic spectrum management and E3 expertise.

#### 3.0 SCOPE

This acquisition provides a full range of electromagnetic spectrum (EMS) technical services, to include engineering and analysis; data management; standards development and application; measurement, testing and evaluation; modeling and simulation; research and evaluation of emerging technologies; interference resolution; and ordnance risk assessment. Services are provided to the JSC in support of the Warfighter, Federal and non-Federal agencies, allied Governments, NATO, and the private sector. The total estimated value of this effort over its potential ten year duration is \$662 M.

#### 4.0 PERIOD OF PERFORMANCE

The contract will be awarded for a base period of three years. Based on contractor performance, seven one-year options may be granted.

#### **5.0 PLACE OF PERFORMANCE**

Limited office space and equipment is available in the Government facility located at 2004 Turbot Landing, Annapolis, Maryland, for approximately 50 contractor personnel. This acquisition requires the contractor to be responsible for furnishing additional office space and equipment for its employees, document storage, and access to a measurement lab. Contractor is required to have a TOP SECRET facility clearance and to provide appropriate classified document storage and control. Performance under this contract will require worldwide travel, and may include regions of armed conflict.

## 6.0 OBJECTIVES

- 6.1 The JSC strives to improve and expand the E3 and spectrum management support it provides to the DoD community and the other users of JSC services. The JSC contractor's objective will be to consistently; (1) Provide responsive, value added, E3 and spectrum management analysis and engineering support for the operational, and research and development communities; (2) Provide access to accurate and comprehensive EM spectrum information; and (3) Develop and maintain analytical capabilities that will permit the timely and accurate assessment of E3 to ensure the effective use of the EM spectrum.
- 6.2 Complementing the aforementioned, the JSC's contractor must also focus on the following objectives: (1) Enhance the warfighter's ability to dynamically link and completely integrate electromagnetic spectrum use with battlefield operations through a set of distributed and automated electromagnetic spectrum capabilities; (2) Improve the quality of JSC information resources and provide real-time accessibility to those resources in a network-centric environment; (3) Provide analytic capabilities that will enable the operational and acquisition communities to adequately address spectrum management (SM) and E3 in the requirement's generation and acquisition processes to ensure effective operations; (4) Improve spectrum and E3 knowledge of policy makers, the development community and the warfighter; and (5) Advance the art and science of SM and E3 engineering.
- 6.3 The JSC requires a verifiable quality control program that provides an accurate assessment of performance objectives.

6.4 The JSC requires that all contractors communicate, coordinate and cooperate to ensure harmonious and effective performance to meet the JSC mission.

#### 7.0 MANAGEMENT/TECHNICAL CONSTRAINTS

- 7.1 Automated capabilities must conform to the architectural and/or interoperability standards set forth in the Joint Technical Architecture (JTA); Net-Centric Enterprise Services (NCES); Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance Architecture Framework; High Level Architecture (HLA); or other applicable guidance.
- 7.2 All contractor personnel must obtain and maintain at least a SECRET clearance. In addition, some projects require the involved staff to hold sensitive compartmented information (SCI) clearances based on current single-scope background investigations. Currently 70 contractors fill SCI billets. Some special projects must be accomplished in the JSC SCI facility. Access to SCI material is mandatory to perform Information Operations (IO) tasks. All contractor staff providing IO support must obtain and maintain SCI clearances. Contractor staff may be required to undergo polygraph examinations based on specific project requirements. The JSC and the contractor must also comply with applicable DoD, DISA, NSA, CIA, and DIA security regulations as well as the appropriate industrial security regulation.
- 7.3 Contractor access to vendor proprietary data may be required. Proprietary information obtained under this contract will not be used for any purpose other than that for which it was intended. Contractor will be required to provide an Organizational Conflict of Interest Plan that clearly describes the organization's roles and responsibilities and strategies to avoid/mitigate potential conflicts of interest.
  - 7.4 Contractor must provide Internet and SIPRNET access within their own facility as required.
- 7.5 Transition planning is required at the beginning and end of this contract. Transition execution shall not adversely impact the Center's operation.
- 7.6 The contractor must be able to provide on-call operational support on a 24/7/365 basis. In addition, the contractor may be required to provide limited, on-site, surge 24/7 operational support.
- 7.7 The contractor must have the capability to participate in frequent face-to-face coordination meetings with the staff located at the JSC facility in Annapolis, MD.
- 7.8 The JSC is required to operate in accordance with various mission related DoD, Joint Staff, DISA and JSC directives/policies/instructions. The pertinent documents will be available for review on the JSC web page and on the "virtual reading room" CD that will be available to prospective offerors.

# 8.0 CONTRACT DATA REQUIREMENTS

8.1 Major Task Area Support: Provides for the performance of studies and analyses as assigned in support of the task areas as described in 1.0 BACKGROUND. These efforts vary significantly in size, scope, and duration. The primary focus of these efforts is to enable systems developers, acquirers, architects, operational forces, and others to successfully design, acquire, build, test, integrate, and operate systems compatibly in their intended

operational EM environments, taking all factors into account. In support of these efforts the contractor will provide Contract Data in the following areas:

- 8.1.1 Task Orders: In response to the government's statement of objectives, the contractor shall submit proposals with details of the proposed product, schedule, deliverables and projected cost of each task performed under this Contract. The contractor shall not begin a task until the Task Order has been awarded.
- 8.1.2 Project Documentation: Project accomplishments and results shall be documented in JSC reports as directed.
- 8.1.3 Software Documentation: The contractor shall provide complete documentation of all software products supporting the operation of the JSC and copies of all software products developed or modified under this contract.
- 8.1.4 Contract Management: The contractor shall report financial data under this contract using a formal financial system and operating in accordance with accepted commercial accounting standards. Perferably the contractor will provide this data electronically. Reportable data will include, but is not limited to, performance metrics and EVMS-like system data. The contractor shall provide any additional data/reports in accordance with CDRLs identified in the final contract.
- 8.2 Government Furnished Information (GFI): The contractor shall utilize and maintain approximately 150,000 items of GFI (software, manuals, microfiche, drawings, reports, etc.) that will transfer "as is" from the current JSC engineering support services contract. A listing of the transferred GFI is attached to Section J of the contract. Items of transferred GFI will be identified as Y2K compliant, non-compliant, or not applicable. The contractor shall periodically provide an updated list of GFI. When the contract ends, all GFI will be reported to the COR for disposition.
- 8.3 Government Furnished Property (GFP): The contractor may chose to utilize extensive GFP. The Contractor shall maintain overall inventory control of GFP in accordance with FAR 45.5. Contractor compliance with FAR requirements will be reviewed periodically by Defense Logistics Agency, Defense Contract Management Command, the designated Government Property Administration Office. The contractor shall periodically provide an updated list of GFP. When the contract ends, all GFP and purchases made under this contract will be reported to the COR for disposition. Copies of the Contract Property reports (DD1662 or SF 122) shall be provided to DISA Logistics Division ATTN: D422.
- 8.4 If required by the Government, contractor and all authorized subcontractors shall post source code, documentation, deliverables and other project artifacts delivered under the terms of this contract to "ProjectForge" or another site as directed by the Government on Forge.mil (URL:https://project.forge.mil) in a specific location and format specified by the Government. A Government official shall administer the site on ProjectForge designated for this contract, including but not limited to, managing access control to all projects and content to ensure that only the appropriate individuals are granted access.

The following have been modified:

# 52.203-9100 NONDISCLOSURE OF SENSITIVE AND/OR PROPRIETARY DATA (IAW FAR 3.104)

The Contractor recognizes that in the performance of this contract it may receive or have access to certain sensitive information, including information provided on a proprietary basis by other contractors, equipment manufacturers and other private or public entities. The Contractor agrees to use and examine this information exclusively in the performance of this contract and to take the necessary steps in accordance with Government regulations to prevent disclosure of such information to any party outside the Government or Government designated support contractors possessing appropriate proprietary agreements, as listed in paragraphs (A) through (D) below.

A. Indoctrination of Personnel. The Contractor agrees to indoctrinate its personnel who have access as to the sensitive nature of the information and the relationship under which the contractor has possession of or access to the information. Contractor personnel shall not engage in any other action, venture or employment wherein sensitive information will be used for the profit of any party other than those furnishing the information. The Nondisclosure Agreement for Contractor Employees as shown below shall be signed by all indoctrinated personnel and forwarded to the COR for retention, prior to work commencing. The Contractor shall restrict access to sensitive/proprietary information to the minimum number of employees necessary for contract performance.

### **DEFENSE INFORMATION SYSTEMS AGENCY**

## NONDISCLOSURE AGREEMENT FOR CONTRACTOR EMPLOYEES

THE CERTIFICATION CONCERNS A MATTER WITHIN THE HIPIOTICTION OF AN AGENCY OF THE

UNITED STATES AND THE N	AKING OF A FALSE, FICTITIOUS, OR SUBJECT TO PROSECUTION UNDER T	FRAUDULENT CERTIFICATION
a contractor performing under co 07-D-0001, agree not to disclose company) or outside of the comp this contract: (1) any planning, pr proprietary or source selection in	int or type name), as an employee of ontract to the (insert organization/directorate to any individual, business entity or anyone any who has not signed a nondisclosure agrogramming, and budgeting system (PPBS) formation contained in or accessible throug in accordance with Government regulation	re within (insert name of employee treement for the purposes of performing ) information, or (2) sensitive, gh the this project. Proprietary
may be considered sensitive or pu unauthorized disclosure of sensiti Acquisition Regulation (FAR) se	a I may be aware of, or possess, as a result reprietary. The Contractor's responsibility ive, proprietary and source selection information 3.104. Pursuant to FAR 3.104, I agrees it with third parties unless specifically a	for proper use and protection from nation is described in Federal to appropriate such information for
information therefrom. Upon exp proprietary, or source selection in authorized by the head of the aget	r a term of five (5) years from the date upor piration of this agreement, I have a continui- iformation to any person or legal entity unlead ney or the contracting agency or the contrac- reement are subject to administrative, civil	ing obligation not to disclose sensitive, ess that person or legal entity is cting officer to receive such information.
(Signature of Contractor Employe	Date	
(Contractor)	(Telephone No.)	

## B. Signed Agreements.

- 1. The Contractor further agrees to sign an agreement to this effect with carriers, and other private or public entities providing proprietary data for performance under this contract. As part of this agreement, the Contractor will inform all parties of its agreement to allow certain Government designated contractors access to all data as described in paragraph (c) below. One copy of each signed agreement shall be forwarded to the KO. These shall be signed prior to work commencing.
- 2. In addition the Contractor shall be required to coordinate and exchange directly with other contractors as designated by the Government for information pertinent and essential to performance of task orders issued under this contract. The contractor shall discuss and attempt to resolve any problems between the Contractor and those contractors designated by the Government. The Contracting Officer shall be notified in writing of any disagreement (s) which has (have) not been resolved in a timely manner. Furnish the Contracting Officer copies of communications between the Contractor and associate contractor(s) relative to contract performance. Further, the close interchange with between contractor(s) may require access to or release of proprietary data. In such an event, the Contractor shall enter into agreement(s) with the Government designated Contractor (s) to adequately protect such proprietary data from unauthorized use or disclosure so long as it remains proprietary. A copy of such agreement shall be provided to the Contracting Officer.
- C. Government Designated Contractors. The Contractor agrees to allow the below listed Government-designated support contractors, possessing appropriate nondisclosure agreements and retained by the Government to advise the Government on cost, schedule and technical matters pertaining to this acquisition, access to any unlimited rights data (as defined in DFARS 252.227-7013) acquired under the terms and conditions of this contract and to sign reciprocal nondisclosure agreements with them. One copy of each signed agreement shall be forwarded to the KO.

List designated contractors:

All Government-designated contractors stated herein, or added at a future date shall also enter into nondisclosure agreements with all parties providing proprietary information to the contractor, and the nondisclosure agreements shall be signed before work commences.

D. Remedy for Breach. The Contractor agrees that any breach or violation of the certifications or restrictions of this clause shall constitute a material and substantial breach of the terms, conditions and provisions of the contract and that the Government may, in addition to any other remedy available, terminate this contract for default in accordance with the provisions of FAR 52.249-6. Nothing in this clause or contract shall be construed to mean that the Government shall be liable to the owners of proprietary information in any way for the unauthorized release or use of proprietary information by this contractor or its subcontractors.

AMENDMENT OF SOLICITA	ATION/MODIF	ICATION OF CONTRACT		1. CONTRACT	D CODE		FPAGES
2. A MENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.		•	5. PROJECT N	1 1	3
P00017	25-Jun-2013	DJSPR7Z001					
6, ISSUED BY CODE	HC1047	7. ADMINISTERED BY (Ifother than item 6)		cor	E HC104	7	
DISAPL63 P.O. BOX 549 FORT MEADE MD 20755-0549		DEFENSE INFORMATION SYSTEMS AGENC' 6910 COOPER AVENUE FT. MEADE MD 20755	Y				
8. NAME AND ADDRESS OF CONTRACTOR (	(No., Street, County, S	State and Zip Code)	9/	\. AMENDMI	ENT OF SOL	ICITATI	ON NO.
TROWARIDGE LITTLETON 12975 WORLDGATE DR STE 700 HERNDON VA 20170-6008			9E	B. DATED (SE	EITEM II)		
			x H	A. MOD. OF C1047-07-D-0	CONTRACT 0001	ORDER	NO.
CODE 9M715	DA OH PDV COS	NP		B. DATED ( 7-Nov-2006	SEE ITEM I	3)	
	FACILITY COL	PPLIES TO AMENDMENTS OF SOLI					
The above numbered solicitation is amended as set forth				extended,	is not extend	led.	
Offer must acknowledge receipt of this amendment prio	r to the hour and date spec	ified in the solicitation or as amended by one oft	he follow	ing methods:	_		
(a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a re	ference to the solicitation :		ACKNOV	WLEDGMENT T			
REJECTION OF YOUR OFFER. If by virtue of this an provided each telegram or letter makes reference to the s					er,		
12. ACCOUNTING AND APPROPRIATION DA	ATA (If required)	*				····	
		O MODIFICATIONS OF CONTRACT		ERS.			
A. THIS CHANGE ORDER IS ISSUED PURSU CONTRACT ORDER NO. IN ITEM 10A.		CT/ORDER NO. AS DESCRIBED IN IT I uthority) THE CHANGES SET FORTH		M 14 ARE M	ADE IN THI	E	
B. THE ABOVE NUMBERED CONTRACT/O office, appropriation date, etc.) SET FORT					s changes in	paying	
C. THIS SUPPLEMENT AL AGREEMENT IS	ENTERED INTO PU	RSUANT TO AUTHORITY OF:					<del></del>
X D. OT HER (Specify type of modification and a Unilateral FAR 52.217-9	uthority)						
E. IMPORTANT: Contractor X is not, [	is required to sign	n this document and return	copies	to the issuing	office.		
14. DESCRIPTION OF AMENDMENT/MODIFIC where feasible.) Modification Control Nu. B2 1312	_	by UCF section headings, including solic	itation/e	contract subje	ct matter		
The purpose of this modification is to:  1. Exercise option period five in accordance w an effective date of 22 September 2013 throug 2. Update clause 52.204-9000 "Points of Conta	gh 21 September 201		Contrac	t" CLINs 001	I & 0012 w iti	h	
See summary of changes for detail, all change	s are annotated on th	e change pages.					
All other terms and conditions remain unchange				<b>\\\\</b>			
Except as provided herein, all terms and conditions of the doc	nument referenced in Item 9.						
15A. NAME AND TITLE OF SIGNER (Type or p	orint)	1164 NAME AND TITLE OF CO	TRAC	TING OFFIC	ED /Tune or	rrint)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	<del>_</del> ,	101	······································	16C.	DATE SI	GNED
		BY SE		_	25-	Jun-2013	
(Signature of person authorized to sign)		(Signature of Contracting Off	icer)				

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

## **SUMMARY OF CHANGES**

## SECTION B - SUPPLIES OR SERVICES AND PRICES

**CLIN 0011** 

The option status has changed from Option to Option Exercised.

CLIN 0012

The option status has changed from Option to Option Exercised.

**SECTION I - CONTRACT CLAUSES** 

The following have been added by full text:

52.204-9000 Points of Contact (AUG 2005)

Contracting Officer Name: \* &

Organization/Office Symbol: PL63

Contract Specialist

Name: Stephanie : BC

Organization/Office Symbol: PL63

Phone No.: 84
E-Mail Address 84

Name: 🍂

Organization/Office Symbol: PL63

Phone No.: & E-Mail Addres

Customer/COR/TM Point of Contact

Name: BC

Organization/Office Symbol: DSO/OS45

Phone No.: & E-Mail Addres &

Contractor Point of Contact

Contractor Legal Business Name: ITT

DUNS: 083655498 CAGE CODE: 9M715

Contractor POC: Auren Ferry

E-Mail Address: Auren.Ferry@exelisinc.com

Phone Number: 301.867.2666

Technical POC: Michael Hayes

E-mail: Michael.hayes@exelisinc.com

Phone Number: 301.867.2956

(End of clause)

AMENDMENT OF SOLICIT	'ATION/MODIF	ICATION OF CONTRACT		I. CONTRACT	ID CODE	PAGE OF PAGES
2 AMENDACATA (ADDICIO A TOMANO			- V			1 18
2. AMENDMENT MODIFICATION NO. P00018	3. EFFECTIVE DATE 14-Mar-2014	4. REQUISITION PURCHASE REQ. NO. DJSPR7Z001			5. PROJECT N	(O.(Ifapplicable)
6. ISSUED BY CODE	HC1047	7. ADMINISTERED BY (Ifother than item 6)		CO	DE HC104	7
DISA/PL63 P.O. BOX 549 FORT MEADE MD 20755-0549		DEFENSE INFORMATION SYSTEMS AGENCY 6910 COOPER AVENUE FT. MEADE MD 20755				
8. NAME AND ADDRESS OF CONTRACTOR	(No., Street, County, S	State and Zip Code)	91	. AMENDM	ENT OF SOL	ICITATION NO.
EXELIS INC. TROWBRIDGE LITTLETON 12975 WORLDGATE DR STE 700 HERNDON VA 20170-6008				. DATED (SE		
			x He	A. MOD. OF 1047-07-D-0	CONTRACT	ORDER NO.
CODE 9M715	FACILITY COD	ų,		B. DATED ( -Nov-2006	SEE ITEM I	3)
		PPLIES TO AMENDMENTS OF SOLICI	<u> </u>			
The above numbered solicitation is amended as set for				dended,	is not extend	
Offer must acknowledge receipt of this amendment pri (a) By completing Items 8 and 15, and returning or (c) By separate letter or telegram which includes a r RECEIVED AT THE PLACE DESIGNATED FOR TO REJECTION OF YOUR OFFER. If by virtue of this a provided each telegram or letter makes reference to the	or to the hour and date speci copies of the amendment reference to the solicitation at HE RECEIPT OF OFFERS P mendment you desire to chan	fed in the solicitation or as amended by one of the t; (b) By acknowledging receipt of this amendment and amendment numbers. FAILURE OF YOUR AC RIOR TO THE HOUR AND DATE SPECIFIED!	E followi Lon each KNOW MAY Ri	ng methods: i copy of the offi /LEDGMEN I I	r submitted:	reu.
12. ACCOUNTING AND APPROPRIATION D						
13. THIS IT	EM APPLIES ONLY T	O MODIFICATIONS OF CONTRACTS/C T/ORDER NO. AS DESCRIBED IN ITEM	ORDE	RS.		
A. THIS CHANGE ORDER IS ISSUED PURSI CONTRACT ORDER NO. IN ITEM 10A.				M 14 ARE M	ADE IN THE	
B. THE ABOVE NUMBERED CONTRACT/C office, appropriation date, etc.) SET FORT C. THIS SUPPLEMENT AL AGREEMENT IS	H IN ITEM 14, PURS	UANT TO THE AUTHORITY OF FAR	CHAI 43.103	NGES (such as B(B).	s changes in p	paying
D. OTHER (Specify type of modification and Bilateral, FAR 43.103(a)(3)	authority)					
E. IMPORTANT: Contractor is not,	X is required to sign	this document and return 1 co	opies t	o the issuing	office.	
<ol> <li>DESCRIPTION OF AMENDMENT/MODIFI where feasible.)         Modification Control Number 84 11496         The purpose of this modification is to:</li></ol>	s dated 10 September 4.	•	tion/co	ontract subjec	t matter	
All other terms and conditions remain unchang	jed.					
*						
xcept as provided herein, all terms and conditions of the doc	cument referenced in Item 9A					
5A. NAME AND TITLE OF SIGNER (Type or p	orint)	16A. NAME AND TITLE OF CONT			R (Type or p	orint)
5B. CONTRACT OR/OFFEROR	ISC. DATE SIGNED	16B. UNITED STATES OF AMERIC.	A EMAI	Ŀ	16C. E	DATE SIGNED
		BY			_	
(Signature of person authorized to sign)	L	(Signature of Contracting Office	r)			

EXCEPTION TO SF 30 APPROVED BY OIRM 11-84

#### SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:

<u>STATEMENT OF OBJECTIVES</u>

Revised 10 September 2013

# 1.0 BACKGROUND

The Joint Spectrum Center (JSC) is a technically oriented center for all electromagnetic (EM) spectrum matters supporting the Department of Defense. The JSC mission is to enable effective and efficient use of the electromagnetic spectrum and control of electromagnetic environmental effects (E3) supporting national security and military objectives. Additionally, JSC supports the EM/E3 analytical needs of Defense components and other organizations on a reimbursable basis. These responsibilities include the following task areas:

- 1.1 Operational Spectrum Support deploying qualified spectrum managers in support of Combatant Command (COCOM) or Joint Task Force (JTF) contingencies; deploying technical experts to take field measurements and analyze incidents of electromagnetic interference (EMI), determine causes, and recommend methods of resolution; and developing, operating, and maintaining DoD's standard spectrum management systems.
- 1.2 E3 and Spectrum Engineering coordinating electromagnetic compatibility (EMC) standards; analyzing equipment and systems for potential E3 problems and recommending solutions; performing RF measurements; developing and conducting E3 training; assisting the acquisition community by assessing E3; determining operational frequency bands; and providing assistance in acquiring host nation approval for equipment operation.
- 1.3 <u>Modeling and Simulation</u> developing and maintaining spectrum management automated tools and analytical models to perform EMC analyses.
- 1.4 <u>Information Management</u> collecting and maintaining extensive data on spectrum dependent equipment and spectrum usage to support tactical, training, or sustaining-base operations, operational assessments, and research and development efforts; and providing and

maintaining a capability to store and retrieve documents such as technical reports, project notebooks, and other related technical documents.

- 1.5 <u>Research and Evaluate Emerging Technologies</u> determining electromagnetic spectrum implications and opportunities for exploitation by DoD.
- 1.6 <u>Technical Advice</u> analyzing national and international electromagnetic spectrum issues and advising executive decision-makers on the technical viability of policy and implementation options.

#### 2.0 PURPOSE

The purpose of this acquisition is to provide the JSC with engineering services to facilitate improved mission effectiveness. The JSC vision is to be recognized as the DoD technical center of excellence and provider of choice for electromagnetic spectrum management and E3 expertise.

#### 3.0 SCOPE

This acquisition provides a full range of electromagnetic spectrum (EMS) technical services, to include engineering and analysis; data management; standards development and application; measurement, testing and evaluation; modeling and simulation; research and evaluation of emerging technologies; interference resolution; and ordnance risk assessment. Services are provided to the JSC in support of the Warfighter, Federal and non-Federal agencies, allied Governments, NATO, and the private sector. The total estimated value of this effort over its potential ten year duration is \$662 M.

# 4.0 PERIOD OF PERFORMANCE

The contract will be awarded for a base period of three years. Based on contractor performance, seven one-year options may be granted.

## 5.0 PLACE OF PERFORMANCE

Limited office space and equipment is available in the Government facility located at 2004 Turbot Landing, Annapolis, Maryland, for approximately 50 contractor personnel. This acquisition requires the contractor to be responsible for furnishing additional office space and equipment for its employees, document storage, and access to a measurement lab. Contractor is required to have a TOP SECRET facility clearance and to provide appropriate classified document storage and control. Performance under this contract will require worldwide travel, and may include regions of armed conflict.

## **6.0 OBJECTIVES**

- 6.1 The JSC strives to improve and expand the E3 and spectrum management support it provides to the DoD community and the other users of JSC services. The JSC contractor's objective will be to consistently; (1) Provide responsive, value added, E3 and spectrum management analysis and engineering support for the operational, and research and development communities; (2) Provide access to accurate and comprehensive EM spectrum information; and (3) Develop and maintain analytical capabilities that will permit the timely and accurate assessment of E3 to ensure the effective use of the EM spectrum.
- 6.2 Complementing the aforementioned, the JSC's contractor must also focus on the following objectives: (1) Enhance the warfighter's ability to dynamically link and completely integrate electromagnetic spectrum use with battlefield operations through a set of distributed and automated electromagnetic spectrum capabilities; (2) Improve the quality of JSC information resources and provide real-time accessibility to those resources in a network-centric environment; (3) Provide analytic capabilities that will enable the operational and acquisition communities to adequately address spectrum management (SM) and E3 in the requirement's generation and acquisition processes to ensure effective operations; (4) Improve spectrum and E3 knowledge of policy makers, the development community and the warfighter; and (5) Advance the art and science of SM and E3 engineering.
- **6.3** The JSC requires a verifiable quality control program that provides an accurate assessment of performance objectives.

**6.4** The JSC requires that all contractors communicate, coordinate and cooperate to ensure harmonious and effective performance to meet the JSC mission.

## 7.0 MANAGEMENT/TECHNICAL CONSTRAINTS

- 7.1 Automated capabilities must conform to the architectural and/or interoperability standards set forth in the Joint Technical Architecture (JTA); Net-Centric Enterprise Services (NCES); Command, Control, Communications, Computers, Intelligence, Surveillance and Reconnaissance Architecture Framework; High Level Architecture (HLA); or other applicable guidance.
- 7.2 All contractor personnel must obtain and maintain at least a SECRET clearance. In addition, some projects require the involved staff to hold sensitive compartmented information (SCI) clearances based on current single-scope background investigations. Currently 70 contractors fill SCI billets. Some special projects must be accomplished in the JSC SCI facility. Access to SCI material is mandatory to perform Information Operations (IO) tasks. All contractor staff providing IO support must obtain and maintain SCI clearances. Contractor staff may be required to undergo polygraph examinations based on specific project requirements. The JSC and the contractor must also comply with applicable DoD, DISA, NSA, CIA, and DIA security regulations as well as the appropriate industrial security regulation.
- 7.3 Contractor access to vendor proprietary data may be required. Proprietary information obtained under this contract will not be used for any purpose other than that for which it was intended. Contractor will be required to provide an Organizational Conflict of Interest Plan that clearly describes the organization's roles and responsibilities and strategies to avoid/mitigate potential conflicts of interest.
  - 7.4 Contractor must provide Internet and SIPRNET access within their facility as required.
- 7.5 Transition planning is required at the beginning and end of this contract. Transition execution shall not adversely impact the Center's operation.
- 7.6 The contractor must be able to provide on-call operational support on a 24/7/365 basis. In addition, the contractor may be required to provide limited, on-site, surge 24/7 operational support.
- 7.7 The contractor must have the capability to participate in frequent face-to-face coordination meetings with the staff located at the JSC facility in Annapolis, MD.

7.8 The JSC is required to operate in accordance with various mission related DoD, Joint Staff, DISA and JSC directives/policies/instructions. The pertinent documents will be available for review on the JSC web page and on the "virtual reading room" CD that will be available to prospective offerors.

## 8.0 CONTRACT DATA REQUIREMENTS

- 8.1 Major Task Area Support: Provides for the performance of studies and analyses as assigned in support of the task areas as described in 1.0 BACKGROUND. These efforts vary significantly in size, scope, and duration. The primary focus of these efforts is to enable systems developers, acquirers, architects, operational forces, and others to successfully design, acquire, build, test, integrate, and operate systems compatibly in their intended operational EM environments, taking all factors into account. In support of these efforts the contractor will provide Contract Data in the following areas:
- **8.1.1** Task Orders: In response to the government's statement of objectives, the contractor shall submit proposals with details of the proposed product, schedule, deliverables and projected cost of each task performed under this Contract. The contractor shall not begin a task until the Task Order has been awarded.
- **8.1.2** Project Documentation: Project accomplishments and results shall be documented in JSC reports as directed.
- **8.1.3** Software Documentation: The contractor shall provide complete documentation of all software products supporting the operation of the JSC and copies of all software products developed or modified under this contract.
- 8.1.4 <u>Contract Management</u>: The contractor shall report financial data under this contract using a formal financial system and operating in accordance with accepted commercial accounting standards. Preferably the contractor will provide this data electronically. Reportable data will include, but is not limited to, performance metrics and EVMS-like system data. The contractor shall provide any additional data/reports in accordance with CDRLs identified in the final contract.
- 8.2 Government Furnished Information (GFI): The contractor shall utilize and maintain approximately 150,000 items of GFI (software, manuals, microfiche, drawings, reports, etc.) that

will transfer "as is" from the current JSC engineering support services contract. This GFI is comprised of published Defense Spectrum Organization, Joint Spectrum Center (JSC), and Electromagnetic Compatibility Analysis Center (ECAC) reports as well as reference reports from other government organizations. (The JSC and ECAC were predecessors to the Defense Spectrum Organization.) The classification of the GFI ranges from UNCLASSIFIED through SECRET with special access markings of: Allied Restricted, COMSEC, Foreign Government Information, For Official Use Only, Formerly Restricted Data, No Foreign, Proprietary Data, Restricted Data, Unclassified Controlled Information, and Warning Notice-Intelligence Sources & Methods Involved. The contractor is required to have access to these documents to perform engineering duties in support of this contract and to maintain a library of these documents for Government access. Handling, distribution, destruction and control of these documents shall be in accordance with existing government policies. A listing of the transferred GFI is attached to Section J of the contract. Items of transferred GFI will be identified as Y2K compliant, noncompliant, or not applicable. The contractor shall periodically provide an updated list of GFI. When the contract ends, all GFI will be reported to the COR for disposition.

- 8.3 Government Furnished Property (GFP): The contractor may chose to utilize extensive GFP. The Contractor shall maintain overall inventory control of GFP in accordance with FAR 45.5. Contractor compliance with FAR requirements will be reviewed periodically by Defense Logistics Agency, Defense Contract Management Command, and the designated Government Property Administration Office. The contractor shall periodically provide an updated list of GFP. When the contract ends, all GFP and purchases made under this contract will be reported to the COR for disposition. Copies of the Contract Property reports (DD1662 or SF 122) shall be provided to the DISA Logistics Division ATTN: D422. Section D Packaging and Marking.
- 8.4 Classified Information Systems: The contractor is responsible for maintaining both a classified closed testing system and a classified system connected to the DoD Information Network and shall:
- 8.4.1. Obtain and sustain Authorizations to Operate (ATOs) from the Defense Security Service for both closed and SIPRNet connected systems.
- 8.4.2. Report any change in the ATO status of systems to the Defense Spectrum Organization (DSO) Information Assurance Manager, to include expiration or denial of ATO.

- 8.4.3. Ensure accurate reporting of vulnerability status of assets connected to SIPRNet in the Vulnerability Management System.
- 8.4.4. Advise the DSO of configuration changes to the connected devices as well as topology changes to the system as a whole.
- 8.4.5. Ensure SIPRNet connected devices are configured to allow announced and unannounced Connection Approval Office vulnerability scans.
  - 8.4.6. Submit to a cyber security inspection within every 12 month period.
  - 8.4.7 Information Assurance (IA) requirements shall utilize the following compliance standards to assess and configure classified and unclassified applications and systems:

Federal Information Security Management Act (FISMA).

Department of Defense Information Assurance (IA) Requirements - DoDI 8500.

National Industrial Security Program Operating Manual (NISPOM) - DoD 5220.22-M.

Department of Defense Security Technical Implementation Guides (STIGs).

Defense Information Assurance Certification and Accreditation Program (DIACAP) – DoDI 8510.

Department of Defense Information Assurance Vulnerability Management (IAVM) Program CYBERCOM Communication Task Orders (CTOs).

## SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 0001 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 17-NOV-2006 TO N/A DISA/JSC H98294
21-SEP-2009
2004 TURBOT LANDING
ANNAPOLIS MD 21402-5064
FOB: Destination

To:

UIC

SHIP TO ADDRESS UIC QUANTITY **DELIVERY DATE** H98294 POP 17-NOV-2006 TO N/A DISA JOINT SPECTRUM CENTER : 86 21-SEP-2009 2104 TURBOT LANDING **ANNAPOLIS MD 21402-5064** FOB: Destination The following Delivery Schedule item for CLIN 0002 has been changed from: UIC **DELIVERY DATE** QUANTITY SHIP TO ADDRESS POP 17-NOV-2006 TO DISA/JSC H98294 N/A 21-SEP-2009 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 ΰg FOB: Destination To: UIC SHIP TO ADDRESS QUANTITY **DELIVERY DATE** DISA JOINT SPECTRUM CENTER H98294 N/A POP 17-NOV-2006 TO 21-SEP-2009 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 FOB: Destination The following Delivery Schedule item for CLIN 0003 has been changed from: SHIP TO ADDRESS UIC **DELIVERY DATE** QUANTITY H98294 DISA/JSC POP 22-SEP-2009 TO N/A 86 21-SEP-2010 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 86 FOB: Destination

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SHIP TO ADDRESS

To:

**DELIVERY DATE** 

H98294

POP 22-SEP-2009 TO 21-SEP-2010

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DISA JOINT SPECTRUM CENTER

86

2104 TURBOT LANDING ANNAPOLIS MD 21402-5064

86

FOB: Destination

The following Delivery Schedule item for CLIN 0004 has been changed from:

N/A

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

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21-SEP-2010

DISA/JSC

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**DELIVERY DATE** 

**QUANTITY** 

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POP 22-SEP-2009 TO

21-SEP-2010

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2104 TURBOT LANDING ANNAPOLIS MD 21402-5064

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FOB: Destination

The following Delivery Schedule item for CLIN 0005 has been changed from:

N/A

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21-SEP-2011

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21-SEP-2011

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H98294

2104 TURBOT LANDING ANNAPOLIS MD 21402-5064

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FOB: Destination

The following Delivery Schedule item for CLIN 0006 has been changed from:

UIC SHIP TO ADDRESS **QUANTITY DELIVERY DATE** H98294 DISA/JSC POP 22-SEP-2010 TO N/A BG 21-SEP-2011 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 56 FOB: Destination To: UIC QUANTITY SHIP TO ADDRESS **DELIVERY DATE** DISA JOINT SPECTRUM CENTER H98294 POP 22-SEP-2010 TO N/A 21-SEP-2011 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 B6 FOB: Destination The following Delivery Schedule item for CLIN 0007 has been changed from: UIC SHIP TO ADDRESS **QUANTITY DELIVERY DATE** H98294 DISA JOINT SPECTRI IM CENTER N/A POP 22-SEP-2011 TO RE 21-SEP-2012 2004 TURBOT LANDING **ANNAPOLIS MD 21402-5064** BL FOB: Destination

To:

DELIVERY DATE

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N/A

DISA JOINT SPECTRUM CENTER

H98294

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2104 TURBOT LANDING

ANNAPOLIS MD 21402-5064

B6
FOB: Destination

The following Delivery Schedule item for CLIN 0008 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

H98294

POP 22-SEP-2011 TO N/A 21-SEP-2012

DISA JOINT SPECTRUM CENTER

BG

**2004 TURBOT LANDING** ANNAPOLIS MD 21402-5064

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FOB: Destination

To:

**DELIVERY DATE** 

**QUANTITY** 

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SHIP TO ADDRESS

UIC

POP 22-SEP-2011 TO

21-SEP-2012

DISA JOINT SPECTRUM CENTER

H98294

2104 TURBOT LANDING ANNAPOLIS MD 21402-5064

66

FOB: Destination

The following Delivery Schedule item for CLIN 0009 has been changed from:

N/A

**DELIVERY DATE** 

**QUANTITY** 

SHIP TO ADDRESS

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POP 22-SEP-2012 TO

21-SEP-2013

DISA JOINT SPECTRUM CENTER

H98294

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

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FOB: Destination

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To:

**DELIVERY DATE** 

QUANTITY

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POP 22-SEP-2012 TO

21-SEP-2013

DISA JOINT SPECTRUM CENTER BL

H98294

2104 TURBOT LANDING ANNAPOLIS MD 21402-5064

BG

FOB: Destination

The following Delivery Schedule item for CLIN 0010 has been changed from:

N/A

**DELIVERY DATE** 

**QUANTITY** 

SHIP TO ADDRESS

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H98294

POP 22-SEP-2012 TO

21-SEP-2013

DISA JOINT SPECTRUM CENTER

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

84

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 22-SEP-2012 TO N/A DISA JOINT SPECTRUM CENTER H98294 21-SEP-2013 #6

ANNAPOLIS MD 21402-5064

FOB: Destination

The following Delivery Schedule item for CLIN 0011 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 22-SEP-2013 TO N/A DISA JOINT SPECTRUM CENTER H98294

21-SEP-2014 **# C** 2004 TURBOT LANDING

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 22-SEP-2013 TO N/A DISA JOINT SPECTRUM CENTER H98294

21-SEP-2014

2104 TURBOT LANDING

ANNAPOLIS MD 21402-5064 86

FOB: Destination

The following Delivery Schedule item for CLIN 0012 has been changed from:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

POP 22-SEP-2013 TO N/A DISA JOINT SPECTRUM CENTER H98294 21-SEP-2014 B4

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

ANNAPOLIS MD 21402-506

FOB: Destination

To:

DELIVERY DATE QUANTITY SHIP TO ADDRESS UIC

H98294

POP 22-SEP-2013 TO 21-SEP-2014

N/A

DISA JOINT SPECTRUM CENTER

Bb

2104 TURBOT LANDING ANNAPOLIS MD 21402-5064

66

FOB: Destination

The following Delivery Schedule item for CLIN 0013 has been changed from:

**DELIVERY DATE** 

21-SEP-2015

**OUANTITY** 

SHIP TO ADDRESS

UIC

POP 22-SEP-2014 TO

N/A

DISA JOINT SPECTRUM CENTER

H98294

86

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

86

FOB: Destination

To:

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 22-SEP-2014 TO

21-SEP-2015

N/A

DISA JOINT SPECTRUM CENTER

H98294

86 2104 TURBOT LANDING

ANNAPOLIS MD 21402-5064

**B**6 FOB: Destination

The following Delivery Schedule item for CLIN 0014 has been changed from:

N/A

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 22-SEP-2014 TO

21-SEP-2015

**DISA JOINT SPECTRUM CENTER** 

H98294

2004 TURBOT LANDING ANNAPOLIS MD 21402-5064

AC.

FOB: Destination

To:

**DELIVERY DATE** 

QUANTITY

SHIP TO ADDRESS

UIC

POP 22-SEP-2014 TO

21-SEP-2015

N/A

DISA JOINT SPECTRUM CENTER

H98294

2104 TURBOT LANDING

ANNAPOLIS MD 21402-5064

BE FOB: Destination

The following Delivery Schedule item for CLIN 0015 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2015 TO 21-SEP-2016	N/A	DISA JOINT SPECTRUM CENTER  BL  2004 TURBOT LANDING ANNAPOLIS MD 21402-5064  BL  FOB: Destination	Н98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2015 TO 21-SEP-2016	N/A	DISA JOINT SPECTRUM CENTER  BE 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 BE FOB: Destination	Н98294

The following Delivery Schedule item for CLIN 0016 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2015 TO 21-SEP-2016	N/A	DISA JOINT SPECTRUM CENTER BL 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 BL FOB: Destination	Н98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2015 TO 21-SEP-2016	N/A	DISA JOINT SPECTRUM CENTER  &C  2104 TURBOT LANDING  ANNAPOLIS MD 21402-5064  &C  FOB: Destination	Н98294

**SECTION I - CONTRACT CLAUSES** 

The following have been added by reference:

52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.227-7013	Rights in Technical DataNoncommercial Items	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software and	MAY 2013
	Noncommercial Computer Software Documentation	
252.227-7015	Technical DataCommercial Items	JUN 2013
252.227-7025	Limitations on the Use or Disclosure of Government-	MAY 2013
	Furnished Information Marked with Restrictive Legends	
252.227-7028	Technical Data or Computer Software Previously Delivered	JUN 1995
	to the Government	
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008

The following have been added by full text:

# 52.237-9001 Enterprise-wide Contractor Manpower Reporting Application (eCMRA) Reporting.

As prescribed in 37.102-90, use the following clause:

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (eCMRA) REPORTING (NOV 2013)

The contractor shall ensure ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract are reported via a secure data collection site.

The contractor (and all subcontractors providing direct labor under this contract) shall report complete and accurate data for the labor executed during the period of performance during each Government fiscal year (FY), which runs from October 1 to September 30. The Contractor shall input the data into the appropriate eCMRA reporting tool, which can be accessed via a secure web site at <a href="http://www.ecmra.mil/">http://www.ecmra.mil/</a>. There are four separate eCMRA tools: Army, Air Force, Navy and All Other Defense Components. The appropriate eCMRA reporting tool to use is determined by the requiring activity being supported (e.g., if DISA awards a contract for an Air Force requiring activity, the contractor shall load the required reporting data in the "Department of Air Force CMRA" tool). While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. The contractor shall completely fill in all required data fields. The contractor shall enter initial data into the appropriate eCMRA tool to establish the basic contract record no later than 15 working days after receipt of contract award or contract modification incorporating this clause. The contractor shall notify the COR when the basic contract record has been established in the appropriate eCMRA tool.

eCMRA User Manuals and Frequently Asked Questions (FAQs) are available at <a href="http://www.ecmra.mi1/">http://www.ecmra.mi1/</a>

Contractors may direct technical questions to the eCMRA help desk at <a href="mailto:documentagen.af.mil">documentagen.af.mil</a>

(End of clause)

#### 52.239.9001. Data Information Assurance Protection

As prescribed in DARS 239.7103 (b), use the following clause:

## DATA INFORMATION ASSURANCE PROTECTION (JULY 2006)

- (a) The contractor shall protect and safeguard sensitive Government Provided Information (GFI) and data from inadvertent disclosure, misuse, display, theft, and unauthorized actions that would destroy or render the information unavailable for specific government use. Should the contractor, or one of his/her employees, make any inadvertent or any unauthorized disclosure(s) or willfully participate in activities that result in detrimental harm to the protection and safeguarding of sensitive (GFI) and data, such actions may be considered to be a breach of this contract and the terms of the Default clause may be invoked. The contractor shall afford safeguarding consistent with the protection requirements identified by the government until such time the government deems the information/data is no longer sensitive and provides corresponding written notification to the contractor.
- (b) All contractor and support contractor personnel with access to DISA and DOD Information Systems shall complete initial information assurance awareness and annual refresher training in accordance with DOD Directive, 8570.1, <u>IA Training</u>, <u>Certification</u>, and <u>Workforce Management</u>.
- (c) To support IA professionals, the DoD IA Portal (IA Support Environment (IASE)) provides DOD IA policy-training requirements and DoD sponsored training. The IA Portal is located at <a href="http://iase.disa.mil">http://iase.disa.mil</a>. This site also provides access to DOD Directive 8500.1, <a href="http://iase.disa.mil">Information Assurance</a> (IA), and DOD 8570.1-M, <a href="http://iase.disa.mil">Information Assurance</a> Workforce Improvement Program.

(End of clause)

The following have been deleted:

252.227-7015

Technical Data--Commercial Items

NOV 1995

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

<u>ATTACHMENTS</u>
J-1, DD254 (Revised 29 Jan 2014)

(End of Summary of Changes)