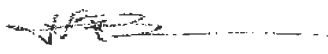


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER SEE SCHEDULE		PAGE 1 OF 27	
2. CONTRACT NO HQ0034-11-A-0003		3. AWARD/EFFECTIVE DATE 14-Dec-2010		4. ORDER NUMBER 000212		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY WHS ACQUISITION & PROCUREMENT OFFICE 1777 NORTH KENT ST SUITE 4500 ARLINGTON VA 22209-2133 TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR. 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE	
17a. CONTRACTOR/OFFEROR HIGH PERFORMANCE TECHNOLOGIES, INC. PETER J. GAASERUD 11955 FREEDOM DR STE1100 RESTON, VA 20190-5683 TEL. 703-707-2734		CODE OXEX6 FACILITY CODE OXEX6		18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 E. 56TH STREET INDIANAPOLIS IN 46249-1510		CODE HQ0347	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See Schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$9,493,936.00	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3, 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <input type="checkbox"/> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . . . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				30b. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 		30c. DATE SIGNED 14-Dec-2010	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31a. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) BRANDI M. KEW / CONTRACTING OFFICER PHONE: 703-545-1144 EMAIL: brandi.m.kew@gsa.gov			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED.

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
-----------------	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT <i>(Location)</i>	
	42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS
41c. DATE		

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Contractor shall provide Professional Engineering Services in accordance with the Task Work Statement entitled: Call Order 04 - Strategic Studies, Period of Performance: 12/15/2010 - 12/14/2011	12	Months	(b)(4)	(b)(4)
NET AMT					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	Strategic Studies FFP Partially Funded by DWAC10008				\$0.00
NET AMT					\$0.00
ACRN AA					(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	Strategic Studies FFP Partially Funded by DWAC10008				\$0.00

NET AMT \$0.00

ACRN AB

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000103	Strategic Studies FFP Partially Funded by DWAC10008				\$0.00

NET AMT \$0.00

ACRN AC

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000104	Strategic Studies FFP Partially Funded by DWAC10008				\$0.00

NET AMT \$0.00

ACRN AC

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000105	Strategic Studies FFP Partially funded by DWAC10109				\$0.00

NET AMT \$0.00

ACRN AD (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000106	Strategic Studies FFP Fully Funded by DWAC10008				\$0.00

NET AMT \$0.00

ACRN AC (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel COST PURCHASE REQUEST NUMBER: HQ028703330004000		Lot		(b)(4)

ESTIMATED COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201	Travel COST Partially Funded by DWAC10008.		Lot		\$0.00
				ESTIMATED COST	\$0.00
	ACRN AB				\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000202	Travel FFP Fully Funded by DWAC10008				\$0.00

NET AMT \$0.00

ACRN AC (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000203	Travel COST Partially Funded by DWAC10008. added to correct LOA for SUBCLIN 000201			SUBCLIN	\$0.00

ESTIMATED COST \$0.00

ACRN AC (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 EXERCISED OPTION	Labor FFP Option Year 1 - Period of Performance: 12/15/2011 to 12/14/2012	12	Months	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100101	Labor FFP Partially funded by DWAC10237.				\$0.00

NET AMT \$0.00
ACRN AE (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100102	Labor FFP Partially Funded by DWAC20038				\$0.00

NET AMT \$0.00
ACRN AF (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100103	Labor FFP Funded by DWAC20175				\$0.00

NET AMT \$0.00

ACRN AG

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 EXERCISED OPTION	Travel COST		Lot		(b)(4)

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100201	Travel COST Funded by DWAC10237				\$0.00

ESTIMATED COST

\$0.00

ACRN AE

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
100202	Travel FFP Funded by DWAC20175				\$0.00

NET AMT \$0.00

ACRN AG

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 EXERCISED OPTION	Labor FFP Option Year 2 - Period of Performance: 12/15/2012 - 12/14/2013	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200101	Funding FFP Funded by DWAC 30023				\$0.00

NET AMT

\$0.00

ACRN AH

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 EXERCISED OPTION	Travel COST		Lot		(b)(4)

ESTIMATED COST	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
200201	Funding COST Funded by DWAC 30023				\$0.00

ESTIMATED COST	\$0.00
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ACRN AH	(b)(4)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	Various Technical Support FFP Additional work for section 1.4-Technical Support, subset sections 1.4.1-Global Information Grid (GIG) Guidance and Policy, 1.4.2. - Interoperability Senior Review Panel, 1.4.3 - Information Technology (IT) Standards, and 1.4.4. - Spectrum Management. FOB: Destination	6	Months	(b)(4)	(b)(4)

NET AMT	(b)(4)
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ACRN AJ
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 EXERCISED OPTION	Labor FFP Option Year 3 - Period of Performance: 12/15/2013 - 12/14/2014	12	Months	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300101	Labor FFP Funded by DWAC40161 PURCHASE REQUEST NUMBER: HQ028733250010001				\$0.00

NET AMT \$0.00

ACRN AK (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 EXERCISED OPTION	Travel COST		Lot		(b)(4)

ESTIMATED COST (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300201	Travel COST Funded by DWAC40161 PURCHASE REQUEST NUMBER: HQ028733250010001				\$0.00

ESTIMATED COST \$0.00

ACRN AK (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003 EXERCISED OPTION	Various Technical Support FFP The Contractor shall provide additional work as described in section 1.4-Technical Support, subset sections 1.4.1-Global Information Grid (GIG) Guidance and Policy, 1.4.2. - Interoperability Senior Review Panel, 1.4.3 - Information Technology (IT) Standards, and 1.4.4. - Spectrum Management. FOB: Destination	12	Months	(b)(4)	(b)(4)

NET AMT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
300301	Various Technical Support FFP Funded by DWAC40161 PURCHASE REQUEST NUMBER: HQ028733250010001				\$0.00

NET AMT \$0.00

ACRN AK (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Labor FFP Option Year 4- Period of Performance: 12/15/2014 -12/14/2015	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002 OPTION	Travel COST		Lot		(b)(4)

ESTIMATED COST

(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003 OPTION	Various Technical Support FFP The contractor shall provide additional work as described in section 1.4-Technical Support, subset sections 1.4.1-Global Information Grid (GIG) Guidance and Policy, 1.4.2, - Interoperability Senior Review Panel, 1.4.3 - Information Technology (IT) Standards, and 1.4.4, - Spectrum Management.	12	Months	(b)(4)	(b)(4)

NET AMT

(b)(4)

This is issued under and pursuant to the provisions of (HQ0034-11-A-0003). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this , remain in full force and effect.

TASK WORK STATEMENT

Call Order #04
Task Work Statement
Professional Engineering Services for the Office of the Director, Systems Engineering
Strategic Studies

1. Specific Tasks

The contractor shall be directly responsible for ensuring the accuracy, timeliness, and completion of all requirements under this Task Work Statement (TWS).

The contractor shall provide professional engineering services to assist the Director, Systems Engineering (DSE) in execution of strategic studies and analysis shaping the future of DoD Systems Engineering. These requirements may best be met with a blend of full time and part-time Subject Matter Experts in appropriate domain areas to achieve the following:

1.1. Development Planning

1.1.1. Define and Implement Development Planning Guidance

The contractor shall develop, propose and recommend to the DSE Office of the Secretary of Defense (OSD) expectations, methods, and review processes for Development Planning (DP) activities. Contractor recommendations for DP activities shall, as a minimum address: concept engineering, the development of Material Development Decision (MDD) proposals by evaluating Initial Capabilities Documents (ICDs), Analysis of Alternative (AoA) guidance, component planning for Materiel Solution Analysis phase execution, ensuring sufficient acquisition community understanding of the capability gap to develop a materiel solution, evidence of consideration of alternatives from across the spectrum of potential materiel solutions and that solutions proposed for evaluation are relevant and technically feasible, and that the proposed scope for the AoA is technically appropriate.

Initial activity to be completed within one year of contract award and updated annually.

1.2. Systems Analysis

1.2.1. Family of Systems (FoS) and Systems of Systems (SoS) Analysis

The contractor shall evaluate SE and development planning on MDAPs and other programs affecting MDAPs for family of systems (FoS) and system of systems (SoS) solutions. The contractor shall work with representatives of the DDR&E/Director, Joint Support, Portfolio Managers and Systems Acquisition / Capability Offices and the Joint Staff Joint Capabilities Integration and Development System (JCIDS) process as documented in the Chairman of the Joint Chiefs of Staff Instruction CJCSI 3170.01F. The contractor shall provide flexible, user-configurable database tools and experienced analytical capability to enable cross system, system of system and family of system analysis of component systems, capabilities, and organizations. These efforts support DABs and ITABs and are documented in Capability Area Roadmaps.

DSE anticipates supporting five programs per year in early SOS and FOS.

1.2.2. Systems of Systems (SOS) and Families of Systems (FOS) Human Capital Support

The contractor shall develop SE SoS Guidance and assist the DSE in overseeing its implementation. As the Department recognizes SOS solutions are required to meet capability needs and developing investment approaches, there is a need for systems engineering to support the engineering of SoS at a mission, enterprise, or portfolio level. The challenges posed by SoS for SE is a topic of growing interest across the SE community in industry, academia, and government. The contractor shall support addressing these challenges through the development, piloting, and roll-out of a guide for SoS SE and education and training materials. The contractor shall review new and changed policies for impacts on SoS and SE, and conduct studies on the current state of SoS and critical areas for additional investigation.

1.2.3. Systems Engineering for Adaptability

The contractor shall develop, propose and recommend to the DSE OSD expectations, methods, and review processes for Systems Engineering for Adaptability (SEA) activities. The contractor shall develop, prepare and coordinate recommended policy and guidance applicable to SEA on DoD acquisition programs for consideration by the DSE. The contractor shall assist DSE in development of periodic updates to DoDI 5000.02, Enclosure 12 Systems Engineering. The contractor shall develop, maintain, and update guidance for Systems Engineering for Adaptability. The contractor shall participate in reviews and periodically meet with Service representatives, and other members of DSE staff to identify and assess potential areas for improvement in published SEA guidance. The contractor shall develop training and education materials that reflect SEA guidance for inclusion in DAWIA curriculum and other guidance dissemination opportunities.

Initial activity to be completed within one year of contract award and updated annually.

1.3. Modeling and Simulation in Acquisition

The contractor shall develop a draft Acquisition Modeling and Simulation Master Plan (AMSMP) as directed by the DoD Modeling and Simulation (M&S) Master Plan for DSE consideration and approval. This plan will identify the actions and responsibilities to enable better use of M&S in support of the acquisition process. The contractor shall work with the Acquisition M&S Working Group (AMSWG) as the primary group to assist SE in drafting the plan, and enabling DoD-wide coordination. The contractor shall coordinate the plan across AT&L as appropriate. Upon completion, this plan is a product of the AMSWG and with reporting responsibility to the SE Forum and the DoD Modeling and Simulation Steering Group. The contractor shall provide the day-to-day management of DSE initiatives to improve the use of modeling and simulation (M&S) in acquisition activities. Specific products, including draft policy and guidance, will be coordinated across SE staff as appropriate and presented to the DSE for review and approval. The contractor shall coordinate to improve SE policy and guidance on M&S for SE planning and technical assistance and program advice on M&S. The contractor shall provide specialized M&S training to government and contractor personnel to improve their understanding and usage of M&S in SE and T&E. The contractor shall assist in the development

of M&S for SE and M&S for T&E continuous learning modules (CLMs). The contractor shall participate in AMSWG meetings, NDIA M&S Committee and DoD M&S IPT meetings on regular basis. Produce updated AMSMP every two years.

1.4. Technical Support

DSE provides a range of SE and engineering support to other DoD organizations.

1.4.1. Global Information Grid (GIG) Guidance and Policy

The contractor shall provide primary support to the DDR&E in the coordination of Global Information Grid (GIG) guidance and policy, and oversight of key programs related to the GIG infrastructure development. The contractor shall coordinate with Offices of Director, PSA and Director, DPAP to document, policy, and guidance coordination requests to ensure all weapons systems acquisition and development aspects, interoperability, and integration aspects are fully considered.

A total of 20 documents reviews (iterations and final) are needed per year.

Provide support to AT&L as representatives to the following working groups to serve as an observer and if needed present ODASD(SE) or ODASD(C3/Cyber) positions as directed and provide technical recommendations regarding changes to current guidance:

- C4ISR Portfolio Focus Groups as needed

- Enterprise Services Review Group (ESRG)

- Joint Mission Tread Test and Architecture Working Group.

- Warfighter Mission Area Architecture Federation and Integration Project

Provide meeting summaries addressing key actions, and issues with recommendations within 3 working days of each meeting.

Provide support to the GIG Technical Guidance – Configuration Management Board (GTG CMB)

Review proposed guidance documents and profiles and provide comments and recommendations to ODASD(C3/Cyber).

Attend GTG CMB meetings and steering meeting as requested

1.4.2. Interoperability Senior Review Panel

The contractor shall support the DSE / AT&L representative to the Interoperability Senior Review Panel (ISRP) Executive Committee. The ISRP coordinates DoD IT and National Security Systems (NSS) interoperability and supportability policy and processes. The panel also coordinates interoperability assessments that identify IT and NSS programs' interoperability deficiencies and corrective actions.

The ISRP Executive Committee meets approximately monthly. ISRP action officers (AO) meet an average of four times per year to resolve issues.

When requested act as AT&L representative to the Interoperability Steering Group (ISG) Review and provide subject matter expert inputs comments on ISG agenda topics, granting of Interim Certifications to Operation (ICTO), request for ICTO waivers to policy and interoperability policy and processes/practice documents for submission by ODASD(C3/Cyber).

Attend ISG meeting and preparatory meeting and provide summary reports.

Support ad hoc committees of the ISG as directed.

Support Joint Information Enterprise (JIE) efforts and provide comments on matters to ODASD(C3/Cyber and /or ODASD(SE) as appropriate including attendance at meetings, SME support as needed.

1.4.3. Information Technology (IT) Standards

The contractor shall provide support to the AT&L (DSE) representative's participation as the one of the four co-chairs for the Information Technology IT Standards Committee (ITSC). Assist in the preparing the DSE for coordinating the day-to-day acquisition and development interests within the DoD IT Standards Repository (DISR) activities and participation in the tri-annual meetings and the support the DoD Information Technology Standards Oversight Panel (ISOP). The contractor shall provide support to the DSE (AT&L representative) as one of the four co-Chairs of the ISOP and assist in the completion of the day-to-day coordination of the required DISR activities needed to plan, prioritize, and synchronize the IT standards directions within the DOD. Assist the DSE in coordinating the ISOP direction, oversight, and priorities to the Information Technology Standards Committee (ITSC). Assist the DSE in coordinating approval for the updates to the DoD IT Standards Repository (DISR).

ITSC meets tri-annually. DISR is updated tri-annually.

Monitor the Technical Working Groups (TWGs) chartered by the Information Technology Standards Committee (ITSC) to identify potential issues and problems regarding the processing of changes to standards and actions regarding specific standards. When requested, the contractor shall attend specific TWGs and present the ODASD (C3/Cyber) or ODASD (SE) positions. The contractor shall identify potential issues and recommend solutions. The contractor shall prepare a 'briefing book' for the ODASD(C3/Cyber) or ODASD(SE) representative to the ITSC meetings. The contractor shall provide subject matter expertise as needed.

Support to Architecture and Standards Review Group (ASRG).

Attend ASRG meeting as directed and provide summary reports

Support ad hoc committees of the ASRG as directed

Coordinate with AT&L organizations and when requested with external organizations. on ASRG matters.

Assist in the development of Joint Mission Threads (Joint Staff lead, C3/cyber interest.)

1.4.4. Spectrum Management

The contractor shall support the USD(AT&L) in the coordination of spectrum management, policy, and supportability issues, with emphasis on weapons systems acquisition and development and overarching capability impacts. OASD(NII) and PA&E are the lead OSD elements for these efforts.

Coordinate an average of four issue papers per year. Participate in an average of six meetings per year.

Develop on average 3 research products per year. These products take the form of white papers, guidance documents, and briefings. Participate in an average of 1 meeting per month.

Monitor Information Technology Working Groups (ITWGs), identify potential issues and problems with regard to changes to standards, and actions regarding specific standards. Provide recommendations to DASD(SE) or DASD(C3/Cyber) with regards to these changes. Support ODASD(C3/Cyber) or ODASD(SE) representatives to the ITWGs by providing a 'briefing book', Attend and follow up on actions of these meetings.

1.5. Administrative Tasks

The contractor shall support and provide technical and management inputs to DSE and DSE Deputy Directorate data calls, briefings, articles, reports and guides as required. The contractor shall draw on staff to develop, coordinate and execute plans of action. The contractor shall ensure timely and accurate responses to assigned actions.

The contractor shall collect, consolidate and provide inputs for the weekly activity reports as required. The contractor shall provide value added inputs and ensure quality assurance of the reports. The contractor shall contribute to DDR&E staff meetings with weekly reports on significant activities related to DDR&E imperatives.

The contractor shall provide Activity Security Representative (ASR) support and ensure ASR processes and procedures are established/performed in compliance with organizational and AT&L activity security requirements.

1.6. Continuous Process Improvement

The contractor shall execute and support Continuing Process Improvement activities in order to improve organizational effectiveness and efficiency. The contractor shall support Lean Six Sigma (LSS) Green Belt efforts. The contractor shall support a government led Systems Engineering Process Group (SEPG) as an internal review mechanism to oversee organizational processes, to ensure the processes are properly documented, and to act as a forum to review business metrics. The contractor shall maintain a threshold of 75% of its workforce certified as Green Belt or higher with an objective of 90%.

The contractor shall support a government led Systems Engineering Process Group (SEPG) as required in order to ensure organizational processes are followed and properly documented.

1.7. Training

The contractor shall participate in organizational training as required. The contractor shall also complete OSD mandated training to include but not limited to Information Assurance and Security training, Privacy Act training, Combating Trafficking in Persons training, etc.

2. Special/Other Requirements

2.1. Data Rights

All systems, methodologies, processes, software, databases, analysis tools, data, reference material, documents and other information obtained, produced, or developed by the contractors as part of this effort shall become the property of the Government and shall be delivered to the Government. Systems, methodologies, processes, software, databases, analysis tools and data to

be developed, updated, modified, or converted under this task shall be delivered with unlimited and unrestricted rights to the U.S. Government.

2.2. Security

The contractor shall maintain a TOP SECRET facility clearance issued by the Defense Security Service (DSS). All employees designated to perform on this SOW must be U.S. citizens and those associated with providing technical support or working in government spaces must hold a minimum of a SECRET personnel security clearance. Certain employees will require a TOP SECRET security clearance and may be required to maintain their eligibility for access to Sensitive Compartmented Information (SCI) current. The contractor shall maintain a DSS certified safeguarding capability to at least the SECRET level. The contractor will be required to hand carry classified material between government offices and the contractor's site. Specific security instructions will be detailed in the DD 254 associated with the master contract.

2.3. Work Location

The majority of the support will be performed within the metropolitan Washington, DC, area but may include other CONUS and OCONUS locations as required by specific technical requirements. Contractor personnel will work in a mix of contractor provided facilities and Government facilities. The Government will provide office space in Crystal City, Arlington VA for no more than seven (7) individuals. The contractor is encouraged to make maximum use of the government provided office space before locating staff in the contractor's offices. The location of the contractor's facilities shall be in close proximity to the Pentagon, Arlington, VA

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	Destination	Government	Destination	Government
000102	Destination	Government	Destination	Government
000103	N/A	N/A	N/A	Government
000104	N/A	N/A	N/A	Government
000105	Destination	Government	Destination	Government
000106	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
000201	Destination	Government	Destination	Government
000202	N/A	N/A	N/A	Government
000203	N/A	N/A	N/A	Government
1001	Destination	Government	Destination	Government
100101	N/A	N/A	N/A	Government
100102	N/A	N/A	N/A	Government

100103	N/A	N/A	N/A	Government
1002	Destination	Government	Destination	Government
100201	N/A	N/A	N/A	Government
100202	N/A	N/A	N/A	Government
2001	Destination	Government	Destination	Government
200101	N/A	N/A	N/A	Government
2002	Destination	Government	Destination	Government
200201	N/A	N/A	N/A	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
300101	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
300201	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
300301	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-DEC-2010 TO 14-DEC-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING <div style="border: 1px solid black; padding: 5px; width: fit-content;">(b)(6)</div>	HQ0287
			FOB: Destination	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
000104	N/A	N/A	N/A	N/A
000105	N/A	N/A	N/A	N/A
000106	N/A	N/A	N/A	N/A

0002	POP 15-DEC-2010 TO 14-DEC-2011	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
000201	N/A	N/A	N/A	N/A
000202	N/A	N/A	N/A	N/A
000203	N/A	N/A	N/A	N/A
1001	POP 15-DEC-2011 TO 14-DEC-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
100101	N/A	N/A	N/A	N/A
100102	N/A	N/A	N/A	N/A
100103	N/A	N/A	N/A	N/A
1002	POP 15-DEC-2011 TO 14-DEC-2012	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
100201	N/A	N/A	N/A	N/A
100202	N/A	N/A	N/A	N/A
2001	POP 15-DEC-2012 TO 14-DEC-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
200101	N/A	N/A	N/A	N/A

2002	POP 15-DEC-2012 TO 14-DEC-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
200201	N/A	N/A	N/A	N/A
2003	POP 25-JUN-2013 TO 14-DEC-2013	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
3001	POP 15-DEC-2013 TO 14-DEC-2014	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
300101	N/A	N/A	N/A	N/A
3002	POP 15-DEC-2013 TO 14-DEC-2014	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
300201	N/A	N/A	N/A	N/A
3003	POP 15-DEC-2013 TO 14-DEC-2014	N/A	OSD DEFENSE RESEARCH AND ENGINEERING (b)(6)	HQ0287
			FOB: Destination	
300301	N/A	N/A	N/A	N/A

4001	POP 15-DEC-2014 TO 14-DEC-2015	N/A	OSD DEFENSE RESEARCH AND ENGINEERING	HQ0287
			(b)(6)	
			FOB: Destination	
4002	POP 15-DEC-2014 TO 14-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0287
4003	POP 15-DEC-2014 TO 14-DEC-2015	N/A	OSD DEFENSE RESEARCH AND ENGINEERING	HQ0287
			(b)(6)	
			FOB: Destination	

ACCOUNTING AND APPROPRIATION DATA

AA: 97 1 0400.1120 P1142 0401 251C S49447 DWAC10008

(b)(4)

AB: 971 0400.1120 P1142 00000 0401 251C DWAC10008

(b)(4)

AC: 97 11 0400.1120 P1142 0401 251C S49447 DWAC10008

(b)(4)

AD: 97 11 0400.1120 P1208 0401 251C S49447 DWAC10109

(b)(4)

AE: 97 1 0400.1120 P1017 0401 251C S49447 DWAC10237

(b)(4)

AF: 97 2 0400.1120 P2143 0401 251C S49447 DWAC20038

(b)(4)

AG: 97 2 0400.1120 P2142 0401 251C S49447 DWAC20175

(b)(4)

CIN HQ028721530002000100202: S2,212.00

AH: 97 3 0400.1120 P3143 0401 251C 96KM97 049447 DWAC 3 0023

(b)(4)

AJ: 97 3 0400.1120 P3771 0401 251C 96KM97 049447 DWAC 3 0164

(b)(4)

AK: 97 4 0400.1120 P4142 0401 251C 96KM97 049447 DWAC40161

(b)(4)

CLAUSES INCORPORATED BY FULL TEXT

WHS A&PO WAWF INVOICING INSTRUCTIONS (Apr 2010)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition & Procurement Office (WHS A&PO) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at <https://wawf.cb.mil>, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. **Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.**

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at <http://www.ccr.gov/> and register to use WAWF at <https://wawf.cb.mil> within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at <http://wawf.cb.mil>.

The contractor is directed to submit the following invoice type:

2-n-1 - Services Only, including Construction

****Do NOT use the WAWF Construction invoice type – it is not permitted for invoices paid in the MOCAS system**

Combo - Supplies Only

Combo - combination of Supplies and Services

Cost Voucher - Cost Type/Reimbursable Contracts

****Cost Vouchers are only used when contracts/orders require invoices be sent to DCAA for approval.**

Grant and Cooperative Agreement Voucher – requesting payment for a Grant or Cooperative Agreement

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab.
Fill in all applicable information under each tab.

With the exception of extensions, the following required information should automatically populate in WAWF; if it does not populate, or does not populate completely or correctly, enter the following information as noted:

Contract Number	HQ0034-11-A-0003-0002
Delivery Order	
Pay DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin By DoDAAC	HQ0034
Inspect By DoDAAC/Extention	Leave Blank
Service Acceptor DODAAC/Extension <u>or</u> Ship to DODAAC/Extension <u>or</u> Service Approver DODAAC/Extension <u>or</u> Grant Approver DODAAC/Extension	HQ0157
DCAA Auditor DODAAC/Extension	Leave Blank
LPO DODAAC	Lcave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a “Z” suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix “SER” for 2-in-1 invoices and prefix “BVN” for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

Take special care when entering Line Item information . The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).
- Unit Price
- Unit of Measure
- ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note – DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ACRN.

Before closing out of an invoice session in WAWF but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address mitchell.andrews@whs.mil in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system.

If you have any questions regarding WAWF, please contact the WAWF Help Desk at 1-866-618-5988.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 01/31/2012. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 01/31/2012 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 0001 through 0002 are incrementally funded. For these item(s), the sum of (b)(4) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional

funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

(k) As of this modification, this call order is funded at (b)(4)

(l) The remaining funding, (b)(4) will be provided once the continuing resolution is resolved.

(End of clause)