

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. HC1047-07-D-0001		2. DELIVERY ORDER/ CALL NO. 1006		3. DATE OF ORDER/ CALL (YYYYMMDD) 2015 May 07		4. REQ./ PURCH. REQUEST NO. DOSMC50121		5. PRIORITY	
6. ISSUED BY DISA/PL63 P.O. BOX 549 FORT MEADE MD 20755-0549			CODE: HC1047		7. ADMINISTERED BY (if other than 6) SEE ITEM 6			CODE:	
9. CONTRACTOR EXELIS INC. NAME ANNE HASSELBRACK AND 12975 WORLDGATE DR STE 700 ADDRESS HERNDON VA 20170-6008		CODE: 9M715		FACILITY:		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE		11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
14. SHIP TO DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064		CODE: H98294		15. PAYMENT WILL BE MADE BY DFAS-CO/JAO ATTN: CAPSW/ORP2 P.O. BOX 369016 COLUMBUS OH 43236-9016		CODE: HQ0131		12. DISCOUNT TERMS Net 30 Days	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15							
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
PURCHASE						Reference your quote dated Furnish the following on terms specified herein. REF: AT&T Mobility, 3/25/2015			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:									
17. ACCOUNTING AND APPROPRIATION DATA/ LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/ SERVICES				20. QUANTITY ORDERED/ ACCEPTED*	21. UNIT	22. UNIT PRICE		23. AMOUNT
	SEE SCHEDULE								
	24. UNITED STATES OF AMERICA						25. TOTAL		\$42,495.00
	<i>B6</i>						26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS		
f. TELEPHONE NUMBER		g. E-MAIL ADDRESS			<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.					31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			35. BILL OF LADING NO.				
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.		

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	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	1	Each	\$42,495.00	\$42,495.00
				NET AMT	\$42,495.00
	ACRN AA CIN: DOSMC501210013				\$42,495.00

Section C - Descriptions and Specifications

PWS

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

Contract Number:	HC1047-07-D-0001
JSC Tracking Number:	T3850
Task Order Number:	1006

Type of Task Order	<input type="checkbox"/> Cost Plus Incentive Fee <input checked="" type="checkbox"/> Firm Fixed Price	(Check one box) (Double click on a box to check it.)
Key Words	AT&T Mobility, Fort Meade, E3 Analysis, RADHAZ, CTS, LTE, COW, MSP	
SPONSOR		
AT&T Mobility 7150 Standard Drive Hanover, MD 21076		

1. Contracting Officer's Representative (COR).

a. Primary COR.

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

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. Background. 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.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. Scope. 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. Performance Requirements. 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.

¹ 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 (C31)), 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. Place of Performance. 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. Security. Work performed under this TO will include the following classifications of work: UNCLASSIFIED, PROPRIETARY, 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. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). 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. Identification of Potential Conflicts of Interest (COI). 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	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0013	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0013	POP 11-MAY-2015 TO 10-JAN-2016	N/A	DISA JOINT SPECTRUM CENTER 66 ; 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 86 FOB: Destination	H98294

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

Name: *B6*

Organization/Office Symbol: PL63

Phone No.: *B6*

E-Mail Address: *B6*

Contract Specialist

Name: *B6*

Organization/Office Symbol: PL63

Phone No.: *B6*

E-Mail Address: *B6*

Customer/COR/TM Point of Contact

Name: *B6*

Organization/Office Symbol: DSO/JSC/OS351

Phone No.: *B6*

E-Mail Address: *B6*

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.cb.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.cb.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.

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.

BK

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

(End of clause)

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT PURCH. ORDER / AGREEMENT NO. HC1047-07-D-0001	2. DELIVERY ORDER / CALL NO. 1007	3. DATE OF ORDER / CALL. (YYYYMMDD) 2015 May 06	4. REQ. / PURCH. REQUEST NO. DOSMC50124	5. PRIORITY
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6. ISSUED BY DISA/PL63 P.O. BOX 549 FORT MEADE MD 20755-0549	CODE HC1047	7. ADMINISTERED BY (if other than 6) SEE ITEM 6	CODE
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9. CONTRACTOR EXELIS INC. NAME ANNE HASSELBRACK AND 12975 WORLDGATE DR STE 700 ADDRESS HERNDON VA 20170-6008	CODE 9M715	FACILITY 9M715	10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) SEE SCHEDULE	11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED
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14. SHIP TO DISA JOINT SPECTRUM CENTER B6 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064	CODE H98294	15. PAYMENT WILL BE MADE BY DFAS-CO/JAQ ATTN: CAPSW/ORP2 P.O. BOX 369016 COLUMBUS OH 43236-9016	CODE HO0131	13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.
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16. TYPE OF ORDER	DELIVERY / CALL	<input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.
	PURCHASE	<input type="checkbox"/>	Reference your quote dated _____ Furnish the following on terms specified herein. REF: _____

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
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If this box is marked, supplier must sign Acceptance and return the following number of copies: _____

17. ACCOUNTING AND APPROPRIATION DATA / LOCAL USE
See Schedule

18. ITEM NO.	19. SCHEDULE OF SUPPLIES / SERVICES	20. QUANTITY ORDERED / ACCEPTED*	21. UNIT	22. UNIT PRICE	23. AMOUNT
SEE SCHEDULE					

* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	24. UNITED STATES OF AMERICA B6	25. TOTAL \$41,498.00
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27a. QUANTITY IN COLUMN 20 HAS BEEN
 INSPECTED RECEIVED ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE (YYYYMMDD)	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------------------	---

e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. DO VOUCHER NO.	30. INITIALS
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f. TELEPHONE NUMBER	g. E-MAIL ADDRESS	<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
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36. I certify this account is correct and proper for payment.		31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER	35. BILL OF LADING NO.
a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			

37. RECEIVED AT	38. RECEIVED BY	39. DATE RECEIVED (YYYYMMDD)	40. TOTAL CONTAINERS	41. S/R ACCOUNT NO.	42. S/R VOUCHER NO.
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Section C - Descriptions and Specifications

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

Contract Number:	IIC1047-07-D-0001
JSC Tracking Number:	T3777
Task Order Number:	

Type of Task Order	<input type="checkbox"/> Cost Plus Incentive Fee	(Check one box)
	<input checked="" type="checkbox"/> Firm Fixed Price	(Double click on a box to check it.)
Key Words	AT&T Mobility, Fort Wainwright, E3 Analysis, RADHAZ, WCS, AWS, LTE, MSP	
SPONSOR		
AT&T Mobility 16221 NE 72 nd Way Redmond, WA 98052		

1. Contracting Officer's Representative (COR).

a. Primary COR.

Name:	B6
Organization:	Joint Spectrum Center (JSC)/OS351
Department of Defense Activity Address Code (DODAAC):	H98294
Address:	2004 Turbot Landing Annapolis, MD 21012-5064
Phone Number:	B6
Fax Number:	(410) 293-9268
E-Mail Address:	B6

b. Alternate COR.

Name:	B6
Organization:	JSC/OS351
DODAAC:	H98294
Address:	2004 Turbot Landing Annapolis, MD 21012-5064
Phone Number:	B6
Fax Number:	(410) 293-9268
E-Mail Address:	B6

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

3. Background. 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

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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. Scope. 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. Performance Requirements. 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 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.

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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

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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. Place of Performance. 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. Security. Work performed under this TO will include the following classifications of work: UNCLASSIFIED, PROPRIETARY, 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. Government-Furnished Equipment (GFE)/Government-Furnished Information (GFI). 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. Identification of Potential Conflicts of Interest (COI). 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	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0013	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0013	POP 07-MAY-2015 TO 06-FEB-2016	N/A	DISA JOINT SPECTRUM CENTER <i>SC</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>SC</i> FOB: Destination	H98294

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: *B6*
Organization/Office Symbol: PL63
Phone No.: *B6*
E-Mail Address *B6*

Contract Specialist

Name: *B6*
Organization/Office Symbol: PL63
Phone No.: *B6*
E-Mail Address: ; *B6*

Customer/COR/TM Point of Contact

Name: *B6*
Organization/Office Symbol: DSO
Phone No.: *B6*
E-Mail Address: *B6*

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	IIQ0131
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: *B6*

(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 SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. F00001		3. EFFECTIVE DATE 21-Jan-2007	4. REQUISITION/PURCHASE REQ. NO. DJSPRZ001		5. PROJECT NO. (If applicable)	
6. ISSUED BY DISA/PL61 DISA DITCO-NCR PO BOX 4502 ARLINGTON VA 22204-4502		CODE HC1047	7. ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 6 FALLS CHURCH VA 22041-3206		CODE HC1047	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001		
				X 10B. DATED (SEE ITEM 13) 17-Nov-2006		
CODE 9M715		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Unilateral Modification issued IAW FAR Clause 52.232-9101						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Numl <u>B6</u> 7462 The purpose of this modification is to change the payment office.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: <u>B6</u> EMAIL: <u>B6</u>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. U _____ BY <u>B6</u>		16C. DATE SIGNED 21-Jan-2007
(Signature of person authorized to sign)				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. F00002		3. EFFECTIVE DATE 12-Jul-2007	4. REQUISITION/PURCHASE REQ. NO. DJSR7Z001		5. PROJECT NO. (If applicable)	
6. ISSUED BY DISA/PL61 DISA DITCO-NCR PO BOX 4502 ARLINGTON VA 22204-4502		CODE HC1047	7. ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206		CODE HC1047	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT ORDER NO. HC1047-07-D-0001	
				X	10B. DATED (SEE ITEM 13) 17-Nov-2006	
CODE 9M715		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 4. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Administrative modification.						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <u>SC 071244</u> This is an administrative modification to delete FAR Clause 52.217-2. This clause triggers an error in the FFDS CAR reporting system and appears to be inconsistent with an IDIQ contract.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: <u>86</u> EMAIL: <u>86</u>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY <u>86</u>		12-Jul-2007
				(Signature of Contracting Officer)		

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been deleted:

52.217-2 Cancellation Under Multiyear Contracts OCT 1997

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 06-Sep-2007	4. REQUISITION/PURCHASE REQ. NO. DJSR72001		5. PROJECT NO. (If applicable)	
6. ISSUED BY DISA/PL61 DISA DITCO-NCR PO BOX 4502 ARLINGTON VA 22204-4502		CODE HC1047	7. ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206		CODE HC1047	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001		
				X 10B. DATED (SEE ITEM 13) 17-Nov-2006		
CODE 9M715		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Administrative modification.						
F. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <u>B6</u> 071494 The purpose of this modification is to change the Payment Office.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: <u>B6</u> EMAIL: <u>B6</u>		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>B6</u> (Signature of Contracting Officer)		16C. DATE SIGNED 06-Sep-2007	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **2**

2. AMENDMENT/MODIFICATION NO.: **F00004** 3. EFFECTIVE DATE: **22-Sep-2009** 4. REQUISITION/PURCHASE REQ. NO.: **DJSR72001** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **DISACONTRACTS-NCR
NATIONAL CAPITAL REGION
5111 LEESBURG PIKE
SKYLINE 5
FALLS CHURCH VA 22041-3206** CODE: **HC1047** 7. ADMINISTERED BY (If other than item 6): **DISACONTRACTS-NCR
NATIONAL CAPITAL REGION
5111 LEESBURG PIKE
SKYLINE 5
FALLS CHURCH VA 22041-3206** CODE: **HC1047**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **ITT INDUSTRIES INC
FRANK PALLANTE
12975 WORLDGATE DRIVE
HERNDON VA 20170-6008** 9A. AMENDMENT OF SOLICITATION NO.:
9B. DATED (SEE ITEM 11):
X 10A. MOD. OF CONTRACT/ORDER NO.: **HC1047-07-D-0001**
10B. DATED (SEE ITEM 13):
X 17-Nov-2006

CODE: **9M715** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority)
UNILATERAL - FAR 52.217-9 Option To Extend The Term Of The Contract

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: **091470**
CONTRACT HC1047-07-D-0001, ELECTROMAGNETIC SPECTRUM ENGINEERING SERVICES
Modification issued to exercise the first option period extending the ordering period of the contract through 21 September 2010. All other terms and conditions of the contract, including any modification of a continuing nature, remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		TEL: BE EMAIL: EB	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY: BE (Signature of Contracting Officer)	18-Sep-2009

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 13-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. DJSRZ001		5. PROJECT NO. (If applicable) 1 2	
6. ISSUED BY DISA/PL63 5111 LEESBURG PIKE, SUITE 900A FALLS CHURCH VA 22041-3206		CODE HC1047	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001	
				X	10B. DATED (SEE ITEM 13) 17-Nov-2006	
CODE 9M715		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) Administrative modification - P.L. 109-282 as amended by P.L. 110-252.						
E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Num: <u>B6</u> 101324 The purpose of this modification is to add clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards in accordance with the FAR Interim Rule regarding FAR Case 2008-039. This is a no-cost modification. All other terms and conditions of the contract remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: <u>B6</u> EMAIL: <u>B6</u>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)				BY <u>B6</u>		13-Jul-2010
				(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-10 Reporting Subcontract Awards

SEP 2007

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. F00006		3. EFFECTIVE DATE 22-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. DJSR7Z001		5. PROJECT NO.(If applicable)	
6. ISSUED BY DISA/PL63 5111 LEESBURG PIKE, SUITE 900A FALLS CHURCH VA 22041-3206		CODE HC1047	7. ADMINISTERED BY (If other than item 6)		CODE	
			See Item 6			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X	10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001	
				X	10B. DATED (SEE ITEM 13) 17-Nov-2006	
CODE 9M715		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X D. OTHER (Specify type of modification and authority) UNILATERAL - FAR 52.217-9 Option To Extend The Term Of The Contract						
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <u>B6</u> 101797 CONTRACT HC1047-07-D-0001, ELECTROMAGNETIC SPECTRUM ENGINEERING SERVICES Modification issued to exercise the second option period extending the ordering period of the contract through 21 September 2011. All other terms and conditions of the contract, including any modification of a continuing nature, remain unchanged and in full force and effect.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: <u>B6</u> EMAIL: <u>B6</u>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
_____ (Signature of person authorized to sign)			BY <u>B6</u> (Signature of Contracting Officer)		21-Sep-2010	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE V	PAGE OF PAGES 1 2
---------------------------------	--------------------------------------

2. AMENDMENT/MODIFICATION NO. F00007	3. EFFECTIVE DATE 22-Sep-2010	4. REQUISITION/PURCHASE REQ. NO. DJSPR7Z001	5. PROJECT NO. (If applicable)
--	---	---	--------------------------------

6. ISSUED BY DISA/PL63 5111 LEESBURG PIKE, SUITE 900A FALLS CHURCH VA 22041-3206	CODE HC1047	7. ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206	CODE HC1047
--	-----------------------	--	-----------------------

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001
	X 10B. DATED (SEE ITEM 13) 17-Nov-2006

CODE **9M715** FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended. is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority)
Administrative modification pursuant to Changes clause

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number B6 101817
Administrative modification to rescind modification F00005.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
	TEL: B6 EMAIL: B6		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY B6	22-Sep-2010
		(Signature of Contracting Officer)	

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

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 17-Dec-2010	4. REQUISITION/PURCHASE REQ. NO. DJSR7Z001		5. PROJECT NO. (If applicable)	
6. ISSUED BY DISA/PL63 5111 LEESBURG PIKE, SUITE 900A FALLS CHURCH VA 22041-3206		CODE HC1047	7. ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206		CODE HC1047	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT ORDER NO. HC1047-07-D-0001		
				X 10B. DATED (SEE ITEM 13) 17-Nov-2006		
CODE 9M715		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15 and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <u>86</u> 11333 The purpose of this modification is to remove FAR clause 52.216-21 Requirements and add FAR clause 52.216-22 Indefinite Quantity.						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
				TEL: <u>86</u> EMAIL: <u>86</u>		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY <u>86</u>		03-Jan-2011	
			(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. P00010		3. EFFECTIVE DATE 21-Sep-2011		4. REQUISITION/PURCHASE REQ. NO. DJSRZ001	
6. ISSUED BY DEFENSE INFORMATION SYSTEMS AGENCY P.O. BOX 549 FT. MEADE MD 20755		CODE HC1047		7. ADMINISTERED BY (If other than item 6) DISA/CONTRACTS-NCR NATIONAL CAPITAL REGION 5111 LEESBURG PIKE SKYLINE 5 FALLS CHURCH VA 22041-3206	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WORLDGATE DRIVE HERNDON VA 20170-6008		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE 9M715		FACILITY CODE		X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001	
				X 10B. DATED (SEE ITEM 13) 17-Nov-2006	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) FAR 52.217-8 Option to Extend the Term of the Contract					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Num <i>8:</i> 111812 The purpose of this modification is to exercise Option Year 3, CLINS 0007 FFP Engineering and 0008 CPIF Engineering of the subject contract from 22 Sep 11 to 21 Sep 12. All terms and conditions remaining unchanged and in full force and effect.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
15B. CONTRACTOR/OFFEROR			16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
(Signature of person authorized to sign)			BY <i>86</i>		19-Sep-2011
			(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **10**

2. AMENDMENT/MODIFICATION NO.: **F00011** 3. EFFECTIVE DATE: **03-Jan-2012** 4. REQUISITION/PURCHASE REQ. NO.: **DJSRPTZ001** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **DEFENSE INFORMATION SYSTEMS AGENCY**
 P.O. BOX 549
 FT. MEADE MD 20755
 CODE: **HC1047** 7. ADMINISTERED BY (If other than item 6): **NATIONAL CAPITAL REGION**
 5111 LEESBURG PIKE
 SKYLINE 5
 FALLS CHURCH VA 22041-3206
 CODE: **HC1047**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code):
ITT INDUSTRIES INC
FRANK PALLANTE
12975 WORLDGATE DRIVE
HERNDON VA 20170-6000

9A. AMENDMENT OF SOLICITATION NO.
 9B. DATED (SEE ITEM 11)
 X 10A. MOD. OF CONTRACT/ORDER NO.: **HC1047-07-D-0001**
 X 10B. DATED (SEE ITEM 13): **17-Nov-2006**

CODE: **9M715** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **B6** 12445
 The purpose of this modification is to:

A. Authorized ITT to bill for the incentive fee earned in the amount of **B4** See summary of Changes for the Task orders and amounts.
 B. Change of address for DISA.
 C. Change of COR from **B6**
 D. Add FAR Clause 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS. This clause will be applied at the task order level for task order above \$25,000.00 and unclassified task orders only.

All terms and conditions remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY B6 (Signature of Contracting Officer)	
		03-Jan-2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

TO #	T #	Fee to be Paid
HC1047-07-D-0001-0002	1766	\$ [REDACTED]
HC1047-07-D-0001-0003	1809	\$ [REDACTED]
HC1047-07-D-0001-0005	1458	\$ [REDACTED]
HC1047-07-D-0001-0029	1662	\$ [REDACTED]
HC1047-07-D-0001-0042	1458-1	\$ [REDACTED]
HC1047-07-D-0001-0054	1977C	\$ [REDACTED]
HC1047-07-D-0001-0055	2421	\$ [REDACTED]
HC1047-07-D-0001-0066	1904	\$ [REDACTED]
HC1047-07-D-0001-0073	1914	\$ [REDACTED]
HC1047-07-D-0001-0076	1433-5	\$ [REDACTED]

SP
F

HC1047-07-D-0001-0114	1141	\$
HC1047-07-D-0001-0188	1977F	\$
HC1047-07-D-0001-0191	2047	\$
HC1047-07-D-0001-0216	3027	\$ -
HC1047-07-D-0001-0229	3130	\$
HC1047-07-D-0001-0235	0917	\$
HC1047-07-D-0001-0245	0869	\$ -
HC1047-07-D-0001-0253	0103-1	\$ -
HC1047-07-D-0001-0255	1977C	\$
HC1047-07-D-0001-0256	0103-2	\$
HC1047-07-D-0001-0262	3024	\$ -
HC1047-07-D-0001-0263	2047	\$
HC1047-07-D-0001-0273	3146	\$
HC1047-07-D-0001-0275	3147	\$ -
HC1047-07-D-0001-0277	3167	\$ -
HC1047-07-D-0001-0278	3157	\$
HC1047-07-D-0001-0284	1977A	\$
HC1047-07-D-0001-0285	1977G-2	\$ -
HC1047-07-D-0001-0286	3171	\$
HC1047-07-D-0001-0294	3174	\$
HC1047-07-D-0001-0301	3177	\$
HC1047-07-D-0001-0302	3156	\$
HC1047-07-D-0001-0303	3143	\$
HC1047-07-D-0001-0306	1562	\$
HC1047-07-D-0001-0312	3195	\$ -
HC1047-07-D-0001-0314	3194	\$
HC1047-07-D-0001-0323	1433	\$ -
HC1047-07-D-0001-0325	3168	\$
HC1047-07-D-0001-0329	0103-3	\$ -
HC1047-07-D-0001-0334	0869	\$ -
HC1047-07-D-0001-0354	3234	\$
HC1047-07-D-0001-0355	3034	\$
HC1047-07-D-0001-0357	3104	\$
HC1047-07-D-0001-0358	1517	\$ -
HC1047-07-D-0001-0359	3024	\$
HC1047-07-D-0001-0360	1942	\$

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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	\$ ██████████
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	\$ ██████████
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	\$ ██████████
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	\$ ██████████

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HC1047-07-D-0001-0481	1581	\$ [REDACTED]
HC1047-07-D-0001-0490	1517	\$ [REDACTED]
HC1047-07-D-0001-0503	3284	\$ [REDACTED]
HC1047-07-D-0001-0504	3363	\$ [REDACTED]
HC1047-07-D-0001-0505	3304	\$ [REDACTED]
HC1047-07-D-0001-0507	3187	\$ [REDACTED]
HC1047-07-D-0001-0509	3289	\$ [REDACTED]
HC1047-07-D-0001-0511	1809	\$ [REDACTED]
HC1047-07-D-0001-0513	1766	\$ [REDACTED]
HC1047-07-D-0001-0514	3295	\$ [REDACTED]
HC1047-07-D-0001-0515	3288	\$ [REDACTED]

Bx

[REDACTED]

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 <i>BK</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>BK</i> 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 <i>BK</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>BK</i> FOB: Destination	H98294

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

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

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

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2012 TO 21-SEP-2013	N/A	DISA/JSC <i>BC</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>BC</i> FOB: Destination	H98294

To:

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

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2012 TO 21-SEP-2013	N/A	DISA/JSC <i>BC</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>BC</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2012 TO 21-SEP-2013	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> 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 <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2013 TO 21-SEP-2014	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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 <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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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/JSC <i>86</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>86</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2015 TO 21-SEP-2016	N/A	DISA JOINT SPECTRUM CENTER <i>86</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>86</i> FOB: Destination	H98294

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/JSC <i>86</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>86</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2015 TO 21-SEP-2016	N/A	DISA JOINT SPECTRUM CENTER <i>86</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>86</i> FOB: Destination	H98294

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.204-10 Reporting Executive Compensation and First-Tier
Subcontract Awards

JUL 2010

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				V	1	2
2. AMENDMENT/MODIFICATION NO. F00012	3. EFFECTIVE DATE 17-Apr-2012	4. REQUISITION/PURCHASE REQ. NO. DJSR72001		5. PROJECT NO. (if applicable)		
6. ISSUED BY DISACONTRACTS-NCR P.O. BOX 549 FT. MEADE MD 20765	CODE HC1047	7. ADMINISTERED BY (if other than item 6) DEFENSE INFORMATION SYSTEMS AGENCY 6910 COOPER AVENUE FT. MEADE MD 20765		CODE HC1047		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12876 WORLDGATE DRIVE HERNDON VA 20170-0008				9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001		
				X 10B. DATED (SEE ITEM 13) 17-Nov-2008		
CODE 9M716		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 4. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.						
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing items 8 and 13, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in payment office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(a)						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Num: <u>B6</u> 12883 The purpose of this modification is to:						
1. Add DFARS Clause 252.239-7001, "Information Assurance Contractor Training and Certification". 2. See summary of changes below. 3. All other terms and conditions remain unchanged.						
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print) <u>Melinda Townsend, Sr Contract Admin</u>				15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <u>B6</u>		
15B. CONTRACTOR/OFFEROR <u>[Signature]</u> (Signature of person authorized to sign)		15C. DATE SIGNED <u>5-8-12</u>		15C. DATE SIGNED <u>B6</u>		16C. DATE SIGNED <u>24-Apr-2012</u>

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

I. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** | **4**

2. AMENDMENT/MODIFICATION NO.: **P00013** 3. EFFECTIVE DATE: **04-May-2012** 4. REQUISITION/PURCHASE REQ. NO.: **DJSPR72001** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **DISA/CONTRACTS-NCR, P.O. BOX 648, FT. MEADE MD 20765** CODE: **HC1047** 7. ADMINISTERED BY (If other than Item 6): **DEFENSE INFORMATION SYSTEMS AGENCY, 8910 COOPER AVENUE, FT. MEADE MD 20765** CODE: **HC1047**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **ITT INDUSTRIES INC, FRANK PALLANTE, 12075 WORLDGATE DRIVE, HERNDON VA 20170-6008**

9A. AMENDMENT OF SOLICITATION NO.:

9B. DATED (SEE ITEM 11):

X 10A. MOD. OF CONTRACT/ORDER NO.: **HC1047-07-D-0001**

X 10B. DATED (SEE ITEM 13): **17-Nov-2008**

CODE: **8M715** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority): **Mutual agreement of both parties.**

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Numt **86 121055**
 1. The purpose of this modification is to incorporate/update clauses as indicated in the summary of changes.
 2. All other terms and conditions remain unchanged.
 3. See summary of changes for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print): **Melinda Townsend, Sr Contract Officer**

15B. CONTRACTOR/OFFEROR:

15C. DATE SIGNED: **5-8-12**

16A. NAME AND TITLE OF CONTRACTING OFFICER: **86**

16B. DATE SIGNED: **86**

16C. DATE SIGNED: **10 May 2012**

(Signature of person authorized to sign) (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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:

52.202-1	Definitions	JAN 2012
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran--Certification.	NOV 2011
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7008	Export-Controlled Items	APR 2010

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 addition 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, IA Training, Certification, and Workforce 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 <http://iase.disa.mil>. This site also provides access to DOD Directive 8500.1, Information Assurance (IA), and DOD 8570.1-M, Information Assurance Workforce Improvement Program.

(End of clause)

The following have been deleted:

52.203-5	Covenant Against Contingent Fees	APR 1984
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The following included by reference have been revised:

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

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			I. CONTRACT ID CODE	PAGE OF PAGES	
			V	1	2
2. AMENDMENT/MODIFICATION NO. P00014	3. EFFECTIVE DATE 23-Jul-2012	4. REQUISITION PURCHASE REQ. NO. DJSRZ001		5. PROJECT NO. (If applicable)	
6. ISSUED BY DISA/CONTRACTS-NCR P.O. BOX 648 FT. MEADE MD 20755	CODE HC1047	7. ADMINISTERED BY (If other than item 6) DEFENSE INFORMATION SYSTEMS AGENCY 8910 COOPER AVENUE FT. MEADE MD 20755		CODE HC1047	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) ITT INDUSTRIES INC FRANK PALLANTE 12975 WOODGATE DRIVE HERNDON VA 20170-6008			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT ORDER NO. HC1047-07-D-0001		
CODE 9M715			FACILITY CODE		
			X 10B. DATED (SEE ITEM 13) 17-Nov-2006		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.					
<p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 4, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) By mutual agreement of both the Government and Contractor					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number 86 121318 The purpose of this modification is to: A. Add FAR clause 52.203-5, Covenant Against Contingent Fees B. Add FAR clause 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards All other terms and conditions remain unchanged and in full force and effect. Please see Summary of Changes for details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Melinda Townsend, Sr Contract Admin			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) BG		
15B. CONTRACTOR/OFFEROR <i>MRL</i> (Signature of person authorized to sign)		15C. DATE SIGNED 7/24/12		16C. DATE SIGNED 26 July 2012	
			16B. (Signature of Contracting Officer) BG		

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

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION I - CONTRACT CLAUSES

The following have been added by reference:

52.203-5	Covenant Against Contingent Fees	APR 1984
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FEB 2012

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE V	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00015	3. EFFECTIVE DATE 12-Sep-2012	4. REQUISITION/PURCHASE REQ. NO. DJSPR7001		5. PROJECT NO. (If applicable)
6. ISSUED BY DISA/CONTRACTS-NCR P.O. BOX 549 FT. MEADE MD 20755	CODE HC1047	7. ADMINISTERED BY (If other than item 6) DEFENSE INFORMATION SYSTEMS AGENCY 6910 COOPER AVENUE FT. MEADE MD 20755		CODE HC1047
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EXELIS INC. FRANK PALLANTE 12975 WORLDGATE DR STE 700 HERNDON VA 20170-6008			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001	
			X 10B. DATED (SEE ITEM 13) 17-Nov-2006	
CODE 9M715		FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) FAR 52.217-9				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control No <u>BC</u> 1121584 1. The purpose of this modification issued to exercise the forth option period (CLINs 0009 & 0010) for the period 22 September through 21 September 2013.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A. as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
			BC	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNIT	16C. DATE SIGNED	
(Signature of person authorized to sign)		BY <u>BC</u>	12-Sep-2012	
		(Signature of Contracting Officer)		

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE V	PAGE OF PAGES 1 7
2. AMENDMENT/MODIFICATION NO P00016		3. EFFECTIVE DATE 02-Oct-2012	4. REQUISITION/PURCHASE R&Q. NO DJSPPR72001		5. PROJECT NO. (If applicable)
6. ISSUED BY DISA CONTRACTS-NCR P.O. BOX 549 FT. MEADE MD 20755		CODE HC1047	7. ADMINISTERED BY (If other than item 6) DEFENSE INFORMATION SYSTEMS AGENCY 8910 COOPER AVENUE FT. MEADE MD 20755		CODE HC1047
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EXELUS INC. TROWBRIDGE LITTLETON 12975 WORLDGATE DR STE 700 HERNDON VA 20170-8008				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001	
				X 10B. DATED (SEE ITEM 13) 17-Nov-2006	
CODE 9M715		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 52.243-2 Alt V					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Num: Bc , 1121720 1. The purpose of this modification is to incorporate: a. Revised Statement of Objectives, paragraph 8.4, b. Update clause 52.203-9100 c. Update contractor point of contact. 2. See summary of changes for details.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) Melinda Townsend, Sr Contract Administrator; B6					
15B. CONTRACTOR/OFFEROR Mktg (Signature of person authorized to sign)		15C. DATE SIGNED 10/3/12		15D. DATE SIGNED B6 (Signature of Contracting Officer)	
				16C. DATE SIGNED 4 Oct 2012	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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. 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. 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.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

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

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER TITLE 18, UNITED STATES CODE, SECTION 1001.

I, _____ (print or type name), as an employee of _____ (insert name of company), a contractor performing under contract to the (insert organization/directorate, pursuant to contract number HC1047-07-D-0001, agree not to disclose to any individual, business entity or anyone within (insert name of employee company) or outside of the company who has not signed a nondisclosure agreement for the purposes of performing this contract: (1) any planning, programming, and budgeting system (PPBS) information, or (2) sensitive, proprietary or source selection information contained in or accessible through the this project. Proprietary information/data will be handled in accordance with Government regulations.

I understand that information/data I may be aware of, or possess, as a result of my assignment under this contract may be considered sensitive or proprietary. The Contractor's responsibility for proper use and protection from unauthorized disclosure of sensitive, proprietary and source selection information is described in Federal Acquisition Regulation (FAR) section 3.104. Pursuant to FAR 3.104, I agree not to appropriate such information for my own use or to release or discuss it with third parties unless specifically authorized in writing to do so, as provided above.

This agreement shall continue for a term of five (5) years from the date upon which I last have access to the information therefrom. Upon expiration of this agreement, I have a continuing obligation not to disclose sensitive, proprietary, or source selection information to any person or legal entity unless that person or legal entity is authorized by the head of the agency or the contracting agency or the contracting officer to receive such information. I understand violations of this agreement are subject to administrative, civil and criminal sanctions.

(Signature of Contractor Employee) _____ 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.

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE V	PAGE OF PAGES 1 3
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2. AMENDMENT/MODIFICATION NO. F00017	3. EFFECTIVE DATE 25-Jun-2013	4. REQUISITION/PURCHASE REQ. NO. DJSPR7Z001	5. PROJECT NO. (If applicable)
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6. ISSUED BY DISA/PL63 P.O. BOX 549 FORT MEADE MD 20755-0549	CODE HC1047	7. ADMINISTERED BY (If other than item 6) DEFENSE INFORMATION SYSTEMS AGENCY 6910 COOPER AVENUE FT. MEADE MD 20755	CODE HC1047
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8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EXELIS INC. TROWBRIDGE LITTLETON 12975 WORLDGATE DR STE 700 HERNDON VA 20170-6006	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	X 10A. MOD. OF CONTRACT/ORDER NO. HC1047-07-D-0001
	X 10B. DATED (SEE ITEM 13) 17-Nov-2006

CODE **9M715** FACILITY CODE:

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer is extended, is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods:
 (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted, or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X D. OTHER (Specify type of modification and authority) Unilateral FAR 52.217-9

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control No. **BC** 131248
 The purpose of this modification is to:
 1. Exercise option period five in accordance with FAR Clause 52.217-9 "Option to Extend the Term of the Contract" CLINS 0011 & 0012 with an effective date of 22 September 2013 through 21 September 2014.
 2. Update clause 52.204-9000 "Points of Contact".
 See summary of changes for detail, all changes are annotated on the change pages.
 All other terms and conditions remain unchanged.
 //NOTHING FOLLOWS//

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
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15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY BC (Signature of Contracting Officer)	16C. DATE SIGNED 25-Jun-2013
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SECTION SF 30 BLOCK 14 CONTINUATION PAGE

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: *BC*

Organization/Office Symbol: PL63

Phone No.: *BC*

E-Mail Address: *BC*

Contract Specialist

Name: Stephanie : *BC*

Organization/Office Symbol: PL63

Phone No.: *BC*

E-Mail Address *BC*

Name: *BC*

Organization/Office Symbol: PL63

Phone No.: *BC*

E-Mail Address *BC*

Customer/COR/TM Point of Contact

Name: *BC*

Organization/Office Symbol: DSO/OS45

Phone No.: *BC*

E-Mail Address *BC*

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)

(End of Summary of Changes)

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE: **V** PAGE OF PAGES: **1** / **18**

2. AMENDMENT MODIFICATION NO.: **P00018** 3. EFFECTIVE DATE: **14-Mar-2014** 4. REQUISITION PURCHASE REQ. NO.: **DJSR72001** 5. PROJECT NO. (If applicable):

6. ISSUED BY: **DISA/PL63
P.O. BOX 549
FORT MEADE MD 20755-0549** CODE: **HC1047** 7. ADMINISTERED BY (If other than item 6): **DEFENSE INFORMATION SYSTEMS AGENCY
6910 COOPER AVENUE
FT. MEADE MD 20755** CODE: **HC1047**

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code): **EXELIS INC.
TROWBRIDGE LITTLETON
12975 WORLGGATE DR STE 700
HERNDON VA 20170-6008** 9A. AMENDMENT OF SOLICITATION NO.: 9B. DATED (SEE ITEM 11):

CODE: **9M715** FACILITY CODE: X 10A. MOD. OF CONTRACT/ORDER NO.: **HC1047-07-D-0001** X 10B. DATED (SEE ITEM 13): **17-Nov-2006**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

X D. OTHER (Specify type of modification and authority) **Bilateral, FAR 43.103(a)(3)**

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 Modification Control Number: **86** 11496
 The purpose of this modification is to:
 a. Incorporated revised Statement of Objectives dated 10 September 2013.
 b. Replace in entirety DD254 dated 29 Jan 2014.
 c. Update clauses.
 d. Administrative update to Delivery information.
 All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR 15C. DATE SIGNED 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED

(Signature of person authorized to sign) BY (Signature of Contracting Officer)

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

The following have been modified:
STATEMENT OF OBJECTIVES
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 Modeling and Simulation – developing and maintaining spectrum management automated tools and analytical models to perform EMC analyses.

1.4 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.

1.5 Research and Evaluate Emerging Technologies – determining electromagnetic spectrum implications and opportunities for exploitation by DoD.

1.6 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 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. 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, 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, 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 21-SEP-2009	N/A	DISA/JSC <i>BC</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>BC</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 17-NOV-2006 TO 21-SEP-2009	N/A	DISA JOINT SPECTRUM CENTER : <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

The following Delivery Schedule item for CLIN 0002 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 17-NOV-2006 TO 21-SEP-2009	N/A	DISA/JSC <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 17-NOV-2006 TO 21-SEP-2009	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

The following Delivery Schedule item for CLIN 0003 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2009 TO 21-SEP-2010	N/A	DISA/JSC <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 22-SEP-2009 TO 21-SEP-2010	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294
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The following Delivery Schedule item for CLIN 0004 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2009 TO 21-SEP-2010	N/A	DISA/JSC <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2009 TO 21-SEP-2010	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2010 TO 21-SEP-2011	N/A	DISA/JSC <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2010 TO 21-SEP-2011	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2010 TO 21-SEP-2011	N/A	DISA/JSC <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>sk</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2010 TO 21-SEP-2011	N/A	DISA JOINT SPECTRIUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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 JOINT SPECTRIUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> 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 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 22-SEP-2011 TO 21-SEP-2012	N/A	DISA JOINT SPECTRUM CENTER 2004 <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 2104 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 2104 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 FOB: Destination	H98294
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To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2011 TO 21-SEP-2012	N/A	DISA JOINT SPECTRUM CENTER 2004 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 2104 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 FOB: Destination	H98294

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2012 TO 21-SEP-2013	N/A	DISA JOINT SPECTRUM CENTER 2004 <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 2104 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2012 TO 21-SEP-2013	N/A	DISA JOINT SPECTRUM CENTER 2004 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 2104 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 FOB: Destination	H98294

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2012 TO 21-SEP-2013	N/A	DISA JOINT SPECTRUM CENTER 2004 <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 2104 <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2012 TO 21-SEP-2013	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> 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 JOINT SPECTRUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2013 TO 21-SEP-2014	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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 JOINT SPECTRUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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POP 22-SEP-2013 TO 21-SEP-2014	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294
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The following Delivery Schedule item for CLIN 0013 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2014 TO 21-SEP-2015	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2014 TO 21-SEP-2015	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2014 TO 21-SEP-2015	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2014 TO 21-SEP-2015	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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 SPECTRIUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2015 TO 21-SEP-2016	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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 SPECTRIUM CENTER <i>B6</i> 2004 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 22-SEP-2015 TO 21-SEP-2016	N/A	DISA JOINT SPECTRUM CENTER <i>B6</i> 2104 TURBOT LANDING ANNAPOLIS MD 21402-5064 <i>B6</i> FOB: Destination	H98294

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 Data--Noncommercial Items	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAY 2013
252.227-7015	Technical Data--Commercial Items	JUN 2013
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
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 <http://www.ecmra.mil/>. 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 <http://www.ecmra.mil/>

Contractors may direct technical questions to the eCMRA help desk at dodcmra@pentagon.af.mil

(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, IA Training, Certification, and Workforce 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 <http://iase.disa.mil>. This site also provides access to DOD Directive 8500.1, Information Assurance (IA), and DOD 8570.1-M, Information Assurance 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:
ATTACHMENTS
J-1, DD254 (Revised 29 Jan 2014)

(End of Summary of Changes)