

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE R	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 47	3. EFFECTIVE DATE 19-Apr-2010	4. REQUISITION/PURCHASE REQ. NO. N00024-10-MR-55483		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 gail.sor@navy.mil 202-781-3560	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) McKean Defense Group - Information Technology, LLC 4609 South Broad Street Philadelphia PA 19112-1202		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4078-0003
		10B. DATED (SEE ITEM 13) 23-May-2005
CAGE CODE OPT02	FACILITY CODE 607156809	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Maureen Collins, Sr. Contracts Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael J Taylor, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Maureen Collins (Signature of person authorized to sign)	15C. DATE SIGNED 20-Apr-2010	16B. UNITED STATES OF AMERICA BY /s/Michael J Taylor (Signature of Contracting Officer)	16C. DATE SIGNED 29-Apr-2010

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GENERAL INFORMATION

The purpose of this modification 47 to task order N00178-04-D-4078 0003 is to 1) to establish and fund ODC CLIN 0003 EB for cost overrun 2) to fund CLINs 0001 DA and 0001 EA for award fee Period 8.

Accordingly, said Task Order is modified as follows:

Under Section B: Supply and Services

1) Establish and fund ODC CLIN 0003 EB by [REDACTED]

2) Fund CLINs 0001 DA and 0001 EA

	Max Award Fee	Available Fee	Earned for Period 8
SLIN 0001 DA	[REDACTED]	[REDACTED]	[REDACTED]
SLIN 0001 EA	[REDACTED]	[REDACTED]	[REDACTED]

Under Section J: List of Attachments

1) Add Attachment 39, Financial Accounting Data Sheet for Modification 47

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

0001DA:

From:

To: AH 17 8 1804 8B5B 252 SA S0T 0 068342 2D 000000 15BS0 SWE 0S00

0001EA:

From:

To: AK 17 9 1804 8B5B 252 SA S0T 0 068342 2D 000000 15BS0 SWE 0S00

The total amount of funds obligated to the task is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
0001DA	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
0001EA	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
0003EB	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
0003EB	[REDACTED]	[REDACTED]	[REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
0001						
0001AA	Non-SLDCADA Support for CIO. Base Year. (O&MN,N)	1.0 Lot				
0001BA	Non-SLDCADA Support for CIO. Option Year one, See Note B. (O&MN,N)	1.0 Lot				
0001CA	Non-SLDCADA Support for CIO. Option Year two, See Note B. (O&MN,N)	1.0 Lot				
0001CB	Non-SLDCADA Support for CIO. Option Year two, See Note B. (O&MN,N)	1.0 Lot				
0001CC	Non-SLDCADA Support for CIO. Option Year two, See Note B. (O&MN,N)	1.0 Lot				
0001CD	Non-SLDCADA Support for CIO. Option Year two, See Note B. (O&MN,N)	1.0 Lot				
0001DA	Non-SLDCADA Support for CIO. Option Year three, See Note B. (801 Authority has been granted by SEA 001, Ms. Iona Evans) (O&MN,N)	1.0 Lot				
0001DB	Non-SLDCADA Support for CIO. Option Year three, See Note B. (O&MN,N)	1.0 Lot				
0001EA	Non-SLDCADA Support for CIO. Option Year four, See Note B. (O&MN,N)	1.0 Lot				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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0003			██████████
0003AA	Other Direct Costs in support of SLIN 0001AA. Base Year. (O&MN,N)	1.0 Lot	██████████
0003BA	Other Direct Costs in support of SLIN 0001BA. Option Year one, See Note B. (O&MN,N)	1.0 Lot	██████████
0003CA	Other Direct Cost in support of SLIN 0001CA. Option Year two, See Note B. (O&MN,N)	1.0 Lot	██████████
0003CB	Other Direct Cost in support of SLIN 0001CB. Option Year two, See Note B. (O&MN,N)	1.0 Lot	██████████
0003CC	Other Direct Cost in support of SLIN 0001CC. Option Year two, See Note B. (TBD) Option	1.0 Lot	██████████
0003CD	tbd (O&MN,N)	1.0 Lot	██████████
0003DA	Other Direct Cost in support of SLIN 0001DA. Option Year three, See Note B. (801 Authority has been granted by Ms. Iona Evans, SEA 00I) (O&MN,N)	1.0 Lot	██████████
0003EA	Other Direct Cost in support of SLIN 0001EA. Option Year four, See Note B. (O&MN,N)	1.0 Lot	██████████
0003EB	Funding for cost overrun (O&MN,N)	1.0 Lot	██████████

Note A: Base Period Items - Base Period SLINs (0001AA and 0003AA), the base period through 30 September 2005 will commence on the date of Task Order award. As stated within Section L, the awardee is expected to be able to adequately transition and be fully staffed at time of award.

Note B: Option Items - Option SLINs to which the option clause in Section I-2 applies and which is to be supplied only if and to the extent said option is exercised.

CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE)(NAVSEA) (FEB 1997)

This entire contract is cost type.

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PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

NAVSEA COMMAND INFORMATION OFFICE PROGRAM SUPPORT

Introduction

Provide support to NAVSEA's Command Information Office (CIO) for requirements as follows:

- I. General Conditions & Requirements
- II. Citizenship, Security Clearances, background investigation requirements, non-disclosure statements, and Privacy Act requirements
- III. Deliverables
- IV. Place of Performance
- V. Task 1.0 Enterprise Program Management
 - 1.1 Applications Management
 - 1.2 Corporate Application Server Environment (CASE)
 - 1.3 Business Process Support
 - 1.4 Database Maintenance and Update
 - 1.5 Knowledge Management and eBusiness Support
 - 1.6 Logistics Planning and Documentation

I. General Conditions & Requirements

NMCI services, and support fees will be administered as follows:

The Naval Sea Systems Command will order and pay for NMCI seats/services for on-site contractors, with those costs being disallowed in the contract. Offsite contractors who require only e-mail access to NAVSEA personnel and data do not need NMCI seats/services. Offsite contractors who require access to data on servers residing behind the NMCI firewall must have NMCI seats, and must negotiate directly with EDS to procure them. The costs associated with these requirements are billable to the contract. No personal or company-owned computers will be permitted to connect to the NMCI or NAVSEA legacy network, or to use the NMCI network to access the contractor's network.

Transition to IPv6 (Internet Protocol version 6): Draft guidance, instructions and criteria to establish a certification program for the transition to Ipv6. Certify IPv6 compliance for Navy programs, applications, systems, and databases under NAVSEA CIO cognizance including PEO programs to DDCIO(Navy). Obtain SPAWAR CHENG concurrence for technical and NETWARCOM for security compliance.

Travel: The contractor is authorized to travel as necessary to fulfill the requirements of the contract in support of the CIO's requirements. All travel and expenses related thereto shall be in accordance with the current version of the Joint Travel Regulations.

II. Citizenship, Security Clearances, background investigation requirements, non-disclosure statements, and Privacy Act requirements

Citizenship: All contractors must be U.S. citizens.

Security Clearances: All personnel located at the Washington Navy Yard must possess at least an interim or final Secret security clearance.

In addition, off-site contractors that require access to the server environment at the WNY, even if only remotely, must also possess at least an interim Secret security clearance. Additional clearances including those required for special access programs may be required and will be identified on an "as required" basis. A DD254 "Contract Security Classification Specifications" shall be required for all personnel assigned to the resultant contract.

Background Investigations: Requirements for background investigations are established in DoD 5200.2R, "DoD Personnel Security Program". Contractors

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assigned to privileged user roles with Information Assurance (IA) management access shall be subject to the investigation requirements documented in table E3.T1 of DoDI 8500.2, "Information Assurance (IA) Implementation".

Specifically, individuals possessing administrative privileges (e.g. network administrators, system administrators, etc.) are deemed to hold IT-I (ADP Type I) positions and must complete a favorably adjudicated Single Scope Background Investigation (SSBI).

Non-Disclosure Agreements/Statements: Contractors performing work under this effort may be required to sign Non-Disclosure agreements and Conflict of Interest statements as required.

Privacy Act Requirements: The following Privacy Act FAR Clauses are hereby incorporated by reference:

FAR 52.224-1 Privacy Act Notification (4/84)

FAR 52.224-2 Privacy Act (4/84)

FAR 52.239-1 Privacy or Security Safeguards (8/96)

III. Deliverables

A001- Trip Reports. Trip reports shall be provided to the cognizant PM and DCIO for all travel where costs accrued to the contract. Trip reports shall be submitted within 10 calendar days of the completion of travel.

A002- Status Reports. The contractor shall prepare a monthly status report defining the level of effort and work accomplished during the month, cumulative data since task inception, and forecasts for the upcoming period. The contractor shall also provide monthly and cumulative task expenditure data to include but not limited to; hours, and costs incurred within each approved labor category, and for all Other Direct Costs (ODC's); travel, hardware, software, reproduction, and materials.

A003- Financial Analysis Summary. From the paragraph above the contractor shall provide to the CIO Financial Office, with additional detail ---- a monthly financial summary that will identify, by specific task, the total costs incurred during the billing cycle. The monthly financial summary shall be broken down to reflect expenditures by labor category, ODCs, and will include a separate travel summary. Additionally, the financial analysis summary will reflect cumulative spending in the categories identified above, and will project (graph/chart) the overall contract spending status.

A004- NAVSEA CIO Meeting Minutes. The contractor shall provide meeting minutes to the COR/TPOC and the DCIOs for all meetings that occur between and amongst the afore mentioned parties. Meeting minutes will be provide NLT seven (7) calendar days after the meeting.

A005- Quality Assurance Plan. The contractor shall submit to the Government a Quality Assurance Plan (QAP) that delineates how they will be ensure quality in their own performance. The QAP shall be in Microsoft Word format, and it shall be submitted electronically to the Government TPOC. The QAP is due 30 days after contract award.

A006-Management/Technical Documentation. The contractor shall provide plans, studies, reports, briefing materials, point papers, and other documentation as required.

A007 - Documentation for Applications: Source Code, Documentation, Test Scripts and Test Results; and the Security Documentation, including the SSAA and the Security Certification Test Plan(s)

A008 - IT Global Support Management Master Plan. The contractor shall develop a Management Master Plan to address how the NAVSEA Enterprise Applications referenced in Task 1 will be managed.

The services provided under this SOW/contract are performance based, and the following performance standards will apply:

Standard One. Deliverables required by this contract are submitted on or before the required due date(s). Measurement. Deliverables are received on schedule 95% of the time unless the Government is responsible for the

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delay or has given permission to delay delivery.

Standard Two. Deliverables required by this delivery order are submitted in the proper format, on the approved delivery media, and require no administrative corrections. Deliverables are received in the proper format 95% of the time unless the Government agrees beforehand to a revised format.

Standard Three. Management, technical and administrative support provided by the contractor is responsive. Measurement. Required contract management, technical, and administrative support are provided on time 95% of the time. The contractor cannot be untimely more than 5% of the time.

Standard Four. Monthly status/progress, and financial reports shall be submitted on or before due dates and are free of errors. Measurement. Delivered on schedule 95% of the time unless the Government is responsible for the delay or has given permission for delay delivery. The reports shall be free of errors 95% of the time.

VI. Place of Performance

The work accomplished under this contract will be accomplished at facilities owned and operated by the contractor. The contractor's facilities should be located within a 30 Minute commute of the Washington Navy Yard. A few positions (no more than 5) will be located on site at government facilities (Washington Navy Yard) on a case-by-case basis.

VII. Task 1.0 Enterprise Program Management

1.1 Applications Management

The contractor shall assign a single point of contact to serve as the IT Global Manager for all applications managed by the NAVSEA CIO, hereby known as the Enterprise Applications. The IT Global Manager is responsible for ensuring that the staff and the efforts in managing each application are coordinated to ensure efficient and effective processes are achieved and maintained. The contractor shall also ensure that work accomplished meets the policies for legacy applications set forth by Navy, NAVSEA, and the NAVSEA CIO. The IT Global Manager is also responsible for assisting the DCIO for Enterprise Applications with program oversight for the Navy Standard Labor Collection and Distribution Application (SLDCADA) program. This program is managed for the NAVSEA CIO office by the Naval Sea Logistics Center (NSLC) Detachment, Atlantic in Yorktown, VA. Further, the contractor support for this effort will be awarded via a separate contract.

1.1.1 Overall IT Management of the NAVSEA HQ/PEO IT Systems shall be from a global perspective for all applications managed by the NAVSEA CIO office. This includes applications administrative and functional as well as project management support for the following applications:

- . NAVSEA Workforce Administration, Management, and Organization System (WAMO)
- . Travel Order Processing System (TOPS) and the migration to the Defense Travel System (DTS), and the deployment of DTS to NAVSEA HQ employees
- . Automated Funding Document System (AUTODOC)
- . Corporate Document Management System (CDMS) Livelink
- . Labor Cost System (LCS)
- . Freedom of Information Act (FOIA)
- . NAVSEA City (INTRANET) and the NAVSEA Public Site (INTERNET)
- . Wide Area Workflow (WAWF)
- . . Defense Messaging System (DMS) conversion to an Navy enterprise solution within the NMCI environment

Support of these applications requires knowledge of the NAVSEA functional business processes. In addition, support for WAMO, AUTODOC, FOIA, TOPS, NAVSEA City (INTRANET), and the NAVSEA public site (INTERNET) requires knowledge of database designs, development and programming expertise in Oracle Forms, PL/SQL, HTML, XML, JAVA Script, Crystal Reports,

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UNIX, and COGNOS OLAP tools.

1.1.2 The contractor shall seek efficiencies to the fullest extent possible without compromising service for all applications managed by the NAVSEA CIO office. The contractor shall support and provide program changes to the NAVSEA managed applications. This involves design, development, coding, testing and documentation as applicable. The contractor shall develop new programs and modify existing programs as identified. The contractor shall test the changes for compatibility with other human resources and non-human resource interfaces and associated databases and files for overall systems programming accuracy and processing speed. Specific tasks include:

1.1.2.1 Application analysis, development and documentation support, including the following:

- . Addition of new functional processes to applications in accordance with the CIO Configuration Management policies.
- . Analyze interfaces of the application for potential impacts or problems as changes occur to the applications. Develop migration plans for applications being retired either through the FAM process or under the Navy ERP deployment.
- . Develop maintain, modify and test application and interface programs to accurately process data into and out of the affected databases or files.
- . Develop and execute test scenarios that will exercise and demonstrate accurate and efficient program operation processing.
- . Develop and/or revise application documentation as system processing or conceptual changes are applied.
- . Submit source code, documentation, test scripts and test results directly to the cognizant Task Manager.
- . Complete changes of the required security documentation, and modify/develop the certification and system test and evaluation plans in accordance with DoDI 8500.1. Participate in the CT&E and ST&E testing.
- . Assist in consolidation and integration of existing applications/modules/data into NAVSEA/DON functional area management approved applications/databases, including documentation required for review by the Navy ERP Change Management Board or other configuration control boards.

1.1.2.2 Application maintenance, involving the following:

- . Continue to maintain applications' baseline architectures.
- . Monitor and research data interfaces and discrepancies.
- . Research data discrepancies and programmatic application problems,
- . Troubleshoot any connectivity problems.
- . Complete application modifications, testing, and deployment, refresh data cubes and monitor data feeds from various data sources.

1.1.3 Application Hosting. The applications above are hosted on government owned servers. The NAVSEA CIO is currently in the process of moving several of the above applications (AUTODOC, WAMO, TOPS, and LCS) from NSLC Detachment Atlantic in Indian Head, MD to the Flotilla server farm in the Washington Navy Yard. The Contractor shall assist with the move of these applications if this effort has not been completed at the time of contract award. The Contractor will coordinate with the rest of the NAVSEA CIO office, particularly the DCIO for operations (ops) and the DCIO of Information Assurance (IA) to ensure a successful move. After the move is complete, the ops group will serve as the Unix Administrator and the Database Administrator for the applications moved to the Navy Yard. The contractor shall serve as the applications administrator.

1.1.4 Project Management Support for the applications. The Contractor shall provide programmatic and technical support for managing, planning, and coordinating all aspects of the applications managed by the NAVSEA CIO office. This includes developing and updating both long-term and near-term plans for addressing future upgrades including the eventual

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migration to Navy ERP. The contractor shall develop monthly status reports including financial status of contract expenditures, financial issues, and barriers to success with suggested solutions. The Contractor shall also provide program briefs, white papers, etc. as necessary to support these programs.

1.1.5 Security Certification and Accreditation. The System Security Authority Agreement (SSAA) shall be prepared, registered and negotiated with the NAVSEA CIO in accordance with DoD Information Technology Security C&A Process defined in DoDI 8500.1. The contractor shall perform system security implementation and integration and an initial certification and analyses shall be performed against the readiness criteria. The contractor shall perform a vulnerability assessment on the applications to ensure the system security cannot be breached. Should certification impacting vulnerabilities be identified by the vulnerability assessment the contract must eliminate those vulnerabilities to the lowest possible acceptable risk. When these conditions are satisfied, certification evaluation of the integrated system shall be performed to obtain site accreditations and an interim authority to operate (IATO). An IATO will be issued for a limited amount of time (not to exceed one year). During the life of the IATO the contractor will implement the necessary security structure to eliminate known vulnerabilities and achieve a three-year Authority to Operate (ATO).

1.1.5.1 Support During Certification and Accreditation. The Contractor shall provide support personnel on site during the certification and accreditation process. This process occurs when any new application is certified for operation in a standard NAVSEA environment. Re-certification occurs when a certified system is upgraded with increased functionality or additional integration requirements are needed.

1.1.6 Configuration Control Management. The Contractor shall provide and maintain Configuration Control for the NAVSEA managed applications (excludes WAWF, SPS, DMS, CDMS Livelink, and any other DoD/DON or commercial off the shelf (COTS) applications). The contractor shall maintain internal configuration control sufficient to meet the CM policies established by the NAVSEA CIO office. The contractor's CM process shall include CM planning and management, configuration identification, configuration change management, configuration status accounting, configuration verification, and documentation maintenance.

1.2 Corporate Application Server Environment (CASE)

Corporate Application Server Environment (CASE) is a website hosting a variety of web-based applications developed for and used by the Naval Sea Systems Command to share information with other Defense and Industry partners. The website is hosted on a NAVSEA purchased Sun Sparc Ultra 1-170 that runs Solaris 8 and Oracle 8i (8.1.7). To ensure compliance with security requirements, users are required to use web browsers capable of supporting 128-bit encryption. Starting in 1 October 2004, the site will be PKI-enabled and users will need to have CAC cards or PKI soft certificates in addition to NAVSEA sponsor approval to access the site. SEA 10 will manage the execution of the CASE tasks.

The contractor shall, as required by written technical instructions, provide the following services:

1.2.1 Maintenance and Administration of CASE

The contractor shall perform all administrative tasks relating to CASE. Tasks include adding and deleting users, customizing permissions, managing access levels, performing system and server backups and upgrades, updating web site content and presentation.

The contractor shall assist government personnel with ensuring that CASE applications continue to function in the NAVSEA HQ environment under NMCI. Tasks include maintaining and updating information for the current version

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in DADMS and maintaining and updating the system security documentation such as the SSAA, Certification and Accreditation plans, and any other DITSCAP related documentation. Additionally, the vendor is responsible for preparing media and participating in NMCI testing.

The contractor shall demonstrate ability to support, maintain, and upgrade the CASE application in the NAVSEA HQ environment. The contractor shall be responsible for all aspects of application administration associated with CASE, including software upgrades to the system as a result of required upgrades to the Oracle operating system and the move to bring the CASE servers under NMCI. In providing this support, the Contractor is also required to work with the NAVSEA CIO office to ensure successful operation of the CASE applications. The contractor shall develop requirements for any proposed replacement hardware components for the CASE server; the purchase of any hardware located at the WNY will be the responsibility of the government. The contractor is responsible for the development environment.

1.2.1.2 Training and Support

The contractor shall provide training and support for the government users of CASE. This shall involve providing telephone help desk type support to answer questions in regards to using CASE. The Contractor shall be required to provide both formal and informal training.

The government will furnish connections to the World Wide Web and equipment necessary to implement the Intranet and its further development as needed in support of all existing CASE applications.

Deliverables:

- Current User Guides and Training Materials
- Monthly Status Reports tracking site usage and customer support metrics
- Current system documentation required for DITSCAP, NMCI, DADMS, and DITPR
- All invoices for labor and hardware procurements authorized by the government

1.2.2 Further Development and Specialized Project Support

The contractor shall develop additional modules to CASE in support of on-going business requirements. This includes the development of new workflow applications, database interfaces, and additional team support as well as the construction, development, deployment, and maintenance of additional web applications or Intranet sites.

1.3 Business Process Support

Assist the CIO in determining and analyzing the NAVSEA business requirements so that the proper IT tools and processes are implemented to support the Command's mission. Support the CIO in their liaison role with the NAVSEA business units. As the Command moves toward "Phase III" of its alignment and begins the concentrated focus on NAVSEA's mission and business processes it will become necessary for the CIO to ensure that the correct IT tools and skills are in place to support the Command. In addition, assist the CIO with understanding the impacts of Converged ERP, the DoD Business Enterprise Architecture (BEA) effort, NMCI, and the Functional Area Manager and Functional Data Manager processes, with the impact on our IT solutions. The purpose of this support is the critical analysis and radical redesign of existing business processes to achieve breakthrough improvements in performance measures; to identify IT solutions for improving process flow and output parameters; and to roadmap the transformation of IT applications to achieve the redesigned business organization.

Provide Support to the CIO office as required on all Virtual SYSCOM tasks, SEA Enterprise Board of Directors IT tasks, and other Navy led IT efforts.

1.3.1 Legacy Application Rationalization and Management

Support Functional Area Manager (FAM) and Functional Data Manager (FDM) functions in the CIO office. Provide support for developing and tracking Migration Plans required as applications are identified for retirement.

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Assist in aligning applications to business processes, gathering application cost data and entering it into DADMS; also track resultant savings from sunseting applications across the NAVSEA Enterprise. Coordination with the Virtual SYSCOM and the Echelon I FAMS is required, thus knowledge and experience with the Navy's FAM/FDM process, DADMS, the Virtual SYSCOM, and the SEA Enterprise Board of Directors IT initiatives are mandatory. Interface with the NAVSEA and Virtual SYSCOM IT Portfolio Management efforts is also required.

Provide support to the NAVSEA CIO office and the associated NAVSEA business offices in answering data calls from ACNO-IT, DON CIO, OSD, etc on efforts such as DITPR-DON and the IT Registration Database. Often the CIO office is called to respond to these data calls in a very short time frame and often these efforts require the collection of a vast amount of data, such as cost data for the NAVSEA applications which is not always easily obtainable. Provide support for certification of legacy applications running under NMCI such assisting with preparing documentation such as Requests to Deploy (RTD), Requests for Service (RFS), etc.

1.3.2 Virtual SYSCOM Lead CIO Support for Navy ERP

- . Provide programmatic and technical support for managing, planning and coordinating all aspects of the legacy application conversion planning for the Navy ERP. This includes supporting all coordinating efforts with other members of the Virtual SYSCOM Legacy Application Team such as the quarterly team meetings.

- . Assist in the development of migration plans for applications that contain data to be converted into the Navy ERP or those that will be retired without any migration. Prepare draft briefs to be given to senior leadership giving status and explaining any issues related to the legacy application retirement.

- . Work to coordinate information flow between the Navy ERP team and the Program Managers and application owners/CDAs for the legacy applications.

- . Prepare briefings and demonstrations in support of program goals and objectives.

- . Support participation in any change management efforts at NAVSEA related to the deployment of the Navy ERP. This would include the development of informational briefs to be given at all levels of the Command, both field and HQ, that would ensure that personnel are well-informed on the changes to be brought about by the Navy ERP deployment. Prepare draft briefs to be given to senior leadership giving the status and explaining any issues related to legacy application retirement.

- . Prepare white papers and briefings as requested

- . Support the coordination of NAVSEA's role in the Navy ERP realization and deployment phase.

- . Support the maintenance of the group collaboration community on the NAVSEA Intranet for those who are participating in the deployment activities at the Command.

Participate in the development of requirements for a VSYSCOM-wide data warehouse. This warehouse will contain data that is required for future reporting requirements from the legacy applications sunset under the Navy ERP.

- . Develop strategies for singling up on CDAs within the FAM areas, identifying optimal solutions for legacy application support.

1.4 Database Maintenance and Update

Provide necessary database maintenance support requirements and identify the hardware and/or software updates required to support enterprise applications at NAVSEA. Coordinate with the Legacy OPS Branch to establish required Service Level Agreements for support of enterprise applications.

Assist the CIO with the analysis of relocating servers.

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Provide support as required in determining hosting decisions (be they under NMCI or by other providers). Assist in the evaluation of server capacity and responsiveness to requirements for each enterprise application. Assist the CIO team with the effort to consolidate servers and achieve more efficient application hosting across the NAVSEA Enterprise.

1.5 Knowledge Management and eBusiness Support

Assist in the analysis, design, development, and deployment of tools and systems to gather, format, and present information to communities of practice. Assist with marketing strategies to familiarize client communities with the availability and applicability of tools and systems for the gathering, filtering, formatting and dissemination of knowledge. The purpose of this effort is to ensure that the right tools and processes are in place to support our users in the area of knowledge management.

Update the 3-year eBusiness Plan to reflect evolving plans. Prepare annual plans for execution of work in the eBusiness area.

1.6 Logistics Planning and Documentation

Provide a variety of logistics planning and documentation support for new and existing systems. Specific tasks may include, but are not be limited to:

- . Systems/equipment support programs,
- . Systems/equipment transition programs,
- . Systems/equipment maintenance/repair programs
- . Systems/equipment documentation,
- . Training plans and materials,
- . User manuals,
- . Maintenance/repair manuals,
- . Operation procedure manuals/guidelines
- . Training manuals
- . System/equipment training programs,
- . Training plans and materials
- . Course curriculum
- . Training classes
- . Systems/equipment configuration management programs,
- . Configuration identification
- . Configuration control (hardware/software)
- . Configuration change/upgrade procedures
- . Configuration management plans
- . System/equipment cost benefit analysis,
- . Business Case Analysis,
- . System implementation support,
- . System security planning, including:
- . Systems security plan
- . Determining data ownership-data classification programs,
- . Physical security measures,
- . Selecting, implementing, and maintaining access control,
- . Preparing security manuals,
- . Provide security awareness training, and
- . Security administration functions.
- . Disaster recovery, and Continuity of Operations programs, planning, and implementation.

NAVSEA CAAS Study Team Review of Task Order No. N00178-04-D-4078-0003 – Determination: Labor – 0% CAAS, 100% Non-CAAS. ODCs - 100% Non-CAAS.

Justification: On 26 September 2005, NAVSEA CAAS Study Team Chairman Mr. Dave Diamantopoulos and CAAS

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Study Team Representative Mr. Clayton Ahrens reviewed the requirements addressed within subject Task Order. During the review it was determined that the labor requirements addressed within the subject task order are 100% Non-CAAS per exemptions 8 and 9 and identified within DoD Directive 4205.2 dated 10 February 1992 referenced within Title 10 U.S.C., Section 2212, that specifically exempts from the definition of CAAS, “ .automated data processing and/or telecommunication functions and related services... ”

The Special License for Freedom of Information Act/Privacy Act Computer Software and Documentation is addressed in Attachment 24 to the Task Order.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance

with Section D of the IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for Items 0001 (Slins 0001AA through 0001EA), 0003 (SLINs 0003AA through 0003EA), will be in accordance with Section E of the SEAPORT E Multiple Award IDIQ contract and supplemented by the following performance assessment standard:

Task Order Performance Standard:

Monthly status reports submitted to the Task Order Manager under Items 0001 and 0003, shall identify the work that has been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number	Rating Description
5	Significantly Exceeds Expectation
4	Exceeds Expectation
3	Meets Expectation
2	Barely Meets Expectation
1	Fails to Meet Expectation

Task Order acceptance will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of "Meets Expectation" or better.

Rating Definitions:

Significantly Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time without further

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revisions being required.

Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with only minor revisions being required on no more than 5% of items submitted. The required rework does not negatively impact upon the respective program.

Meets Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with minor revisions being required on no more than 10% of items submitted. The required rework does not negatively impact upon the respective program.

Barely Meets Expectation: Deliverables are completed on or prior to their respective due date 95% of the time with minor revisions being required on approximately 15% of items submitted. The delayed submission and rework of deliverables results in a minor negative impact upon the respective program.

Fails to Meet Expectation: Deliverables are completed on or prior to their respective due date less than 90% of the time with significant revisions being required on greater than 15% of items submitted.

The delayed submission and rework of deliverables results in a significant negative impact upon the respective program.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

0001AA	5/20/2005 - 12/30/2005
0001BA	10/1/2005 - 6/30/2007
0001CA	3/16/2007 - 2/29/2008
0001CB	1/31/2007 - 12/31/2007
0001CC	10/1/2006 - 9/30/2007
0001CD	7/1/2007 - 10/31/2007
0001DA	2/1/2008 - 1/31/2009
0001DB	9/2/2008 - 9/30/2008
0001EA	1/1/2009 - 12/31/2009
0003AA	5/20/2005 - 9/28/2006
0003BA	10/1/2005 - 12/30/2006
0003CA	3/30/2007 - 2/29/2008
0003CB	1/31/2007 - 12/31/2007
0003CD	8/21/2007 - 9/30/2007
0003DA	2/1/2008 - 1/31/2009
0003EA	1/1/2009 - 12/31/2009
0003EB	4/16/2010 - 9/30/2010

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

0003CC	10/1/2006 - 9/30/2007
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SECTION G CONTRACT ADMINISTRATION DATA

Government Task Order Manager (TOM) and Technical Points of Contact (TPOC)
The Contracting Officer's Task Order Manager (TOM) for this contract is:

Susan Becker

Naval Sea Systems Command

1333 Issac Hull Ave. SE

Washington DC

Phone: 202-781-2684

Email: susan.becker@navy.mil

The TPOCs for this contract are:

Stephen Foster

NAVSEA DCIO for Enterprise Program Management

Phone: 202-781-3010

Email: stephen.e.foster@navy.mil

and

Judith Oliver

Navy ERP

Phone: 202-781-3034

Email: judith.oliver@navy.mil

The TPOC is responsible for:

- 1) Accepting contractor services
- 2) Receiving, signing and approving contractor invoices
- 3) Providing recommendations to facilitate timely and efficient processing of the monthly invoices and
- 4) Providing timely input regarding the SOW and recommending corrective actions to the cognizant Contract Specialist/Officer and timely technical direction to the contractor.

INVOICES - The Period of Performance (POP) for each invoice will be for one calendar month, starting from the first of the month until the last day of the month. The contractor shall submit only one invoice per month per order/contract.

Included with the invoice will be all backup documentation required such as, but not limited to, travel authorizations and training authorizations (including invoices for such).

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Accounting Data

SLINID PR Number Amount

MOD 45 Funding ██████████
Cumulative Funding ██████████

MOD 46 Funding ██████████
Cumulative Funding ██████████

MOD 47

0001DA ██████████
LLA :
AH 17 8 1804 8B5B 252 SA S0T 0 068342 2D 000000 15BS0 SWE 0S00

0001EA ██████████
LLA :
AK 17 9 1804 8B5B 252 SA S0T 0 068342 2D 000000 15BS0 SWE 0S00

0003EB ██████████
LLA :
AL 17 0 1804 8B5B 252 SA S0T 0 068342 2D 000000 15BS0 SWE 0S00

MOD 47 Funding ██████████
Cumulative Funding ██████████

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

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

SLIN	Cost	Base Fee	Award Fee	CPAF	POP
0001AA	██████████	██████████	██████████	██████████	20May05-30Dec05
0001BA	██████████	██████████	██████████	██████████	01Oct05-30Dec06
0003BA	● ██████████	██████████	██████████	██████████	01Oct05-30Dec06
0001DA	██████████	██████████	██████████	██████████	01Feb08-31Jan09
0003DA	● ██████████	██████████	██████████	██████████	01Feb08-31Jan09
0001EA	██████████	██████████	●	██████████	01Jan09-31Jul09
0003EA	██████████				01Jan09-31Jul09

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

(c) CLIN(s)/SLIN(s) 0001CA, 0001CB, 0001DB, 0003AA, 0003CA, 0003CB, 0003DA are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

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

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

(d) Nothing in the foregoing paragraph shall be construed to excuse to Contractor from performing that portion of the contractual work statement which is not affected by the AWARD TERM CLAUSE. See Award Term Clause and Plan, Section J, Task Order Attachment 2.

5252.249-9105 AWARD FEE DETERMINATION IN EVENT OF

TERMINATION OR DISCONTINUANCE (CA) (JAN 1990)

In the event that this contract is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this contract is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

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SECTION I CONTRACT CLAUSES

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA

VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

Option 1 12 Months after Option Exercise

Option 2 12 Months after Option Exercise

Option 3 12 Months after Option Exercise

Option 4 12 Months after Option Exercise

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

252.232-7003 Electronic Submission of Payment Request (JAN 2004)

(a) Definitions. As used in this clause-

(1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.0001 of the Federal Acquisition Regulation.

(2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <http://wawf.eb.mil>.

(2) Wen Invoicing (WinS). Information regarding Wins is available on the Internet at <http://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI)X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <https://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <https://www.dfas.mil/ecedi>.

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(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administrator, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - award fee plan

Attachment 2 - fad for basic award 966k

Attachment 3 - DD254 per modification 01

Attachment 4 - Financial Accounting Data Sheet, Modification 2

Attachment 5 - Financial Accounting Data Sheet, Modification 3

Attachment 6 - Financial Accounting Data Sheet, Modification 4

Attachment 7 - Financial Accounting Data Sheet, Modification 6

Attachment 8 - Financial Accounting Data Sheet, Modification 7

Attachment 9 - Financial Accounting Data Sheet, Modification 8

Attachment 10 - Award Fee Plan update, Modification 8

Attachment 11 - Financial Accounting Data Sheet, Modification 9

Attachment 12 - Financial Accounting Data Sheet, Modification 10

Attachment 13 - Award Fee Plan, Modification 11

Attachment 14 - Financial Accounting Data Sheet, Modification 11

Attachment 15 - Financial Accounting Data Sheet, Modification 13

Attachment 16 - Financial Accounting Data Sheet, Modification 15

Attachment 17 - Financial Accounting Data Sheet, Modification 19

Attachment 18 - Financial Accounting Data Sheet, Modification 20

Attachment 19 - Financial Accounting Data Sheet, Modification 21

Attachment 20 - Financial Accounting Data Sheet, Modification 22

Attachment 21 - Financial Accounting Data Sheet, Modification 23

Attachment 24 - Special License for Freedom of Information Act/Privacy Act Computer Software and Documentation.

Attachment 25 - Financial Accounting Data Sheet, Modification 28

Attachment 26 - Financial Accounting Data Sheet, Modification 29

Attachment 27 - Financial Accounting Data Sheet, Modification 30

Attachment 28 - Financial Accounting Data Sheets for Modification 32

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Attachment 29 - Subcontract Request Letter for ManTech, Modification 33

Attachment 30 - Financial Accounting Data Sheets for Modification 34

Attachment 31, Financial Accounting Data Sheets for Modification 35

Attachment 32, Financial Accounting Data Sheets for Modification 37

Attachment 33, Financial Accounting Data Sheets for Modification 38

Attachment 34, Financial Accounting Data Sheet for Modification 39

Attachment 35, Financial Accounting Data Sheet for Modification 42

Attachment 36, Financial Accounting Data Sheet for Modification 43

Attachment 37, Financial Accounting Data Sheet for Modification 44

Attachment 38, Financial Accounting Data Sheet for Modification 45

Attachment 39, Financial Accounting Data Sheet for Modification 47