

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH ORDER/ AGREEMENT NO. N68936-15-D-0004	2. DELIVERY ORDER/ CALL NO. 0101	3. DATE OF ORDER/CALL (YYYYMMDD) 2015 Dec 21	4. REQ / PURCH. REQUEST NO. 1300537865-0001	5. PRIORITY
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6. ISSUED BY CDR NAWCWD CODE 254100D ATTN: T. BARKER (760) 939-3064 429 E BOWEN RD. STOP 4015 CHINA LAKE CA 93555-5106	CODE N68936	7. ADMINISTERED BY (if other than 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342	CODE S2404A	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR ENGILITY LLC NAME (b) (4) AND 3750 CENTERVIEW DR ADDRESS CHANTILLY VA 20151-3200	CODE 02NP8	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
			12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P O BOX 182317 COLUMBUS OH 43218-2264	CODE HQ0338	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)
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1			

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 TEL: (760) 939-1891 EMAIL: bryan.v.gregory@navy.mil BY: BRYAN V. GREGORY	36	25. TOTAL \$263,038.55
			26. DIFFERENCES

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
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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.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			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.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor CPFF	(b) (4)	Hours		\$257,033.81
	In accordance with the Statement of Work. This Task Order is Severable. FOB: Destination				
				ESTIMATED COST	\$ (b) (4)
				FIXED FEE	\$ (b) (4)
				TOTAL EST COST + FEE	<u>\$257,033.81</u>

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000101	For Navy Accounting Purposes Only	
CIN: 130053786500001	ACRN AA	\$100,000.00
PURCHASE REQUEST NUMBER: 1300537865-0001		

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000102	For Navy Accounting Purposes Only	
CIN: 130053786500003	ACRN AA	\$24,750.00
PURCHASE REQUEST NUMBER: 1300537865-0001		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ODCs - Travel COST	1	Lot		\$6,004.74
	In accordance with the Statement of Work. FOB: Destination				
				ESTIMATED COST	\$6,004.74

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000301	For Navy Accounting Purposes Only	

CIN: 130053786500002	ACRN AA	\$5,500.00
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PURCHASE REQUEST NUMBER: 1300537865-0001

Section C - Descriptions and Specifications

STATEMENT OF WORK

Statement of Work Contract # N68936-15-D-0004
Task Order # 0101
Signals Warfare Lab Support
Version: 16 December 2015
Severable task order, PSC code R425
Applicable Contract SOW sections: 3.0, 3.1, 3.1.1, 3.1.4, 3.5

1.0 BACKGROUND AND GENERAL SCOPE OF WORK (SOW 1.0)

This Statement of Work (SOW) provides the requirements for support of specified projects within the Signals Collection and Exploitation Branch, Code 452100D.

1.1 Background

The Signals Collection and Exploitation Branch develops and deploys specialized signal processing systems for the US Navy and other DOD customers. These systems are deployed and supported worldwide. The current projects supported under this SOW are the Labrador and Beagle Projects which encompass the Retriever and Wolfhound signal processing systems.

1.2 General Scope of Work

The scope of this task order includes analyzing, designing/building, testing, and performing exploratory development for the user interfaces and control systems used in receiving, processing and exploitation of electromagnetic signals.

2.0 APPLICABLE DOCUMENTS

The following documents are applicable to this SOW to the extent specified herein. The Government will provide the Contractor with the latest version of the following documents. Specifications and Standards are to be used as a guide only.

2.1 Specifications, Standards, and Handbooks

DOD-STD-2167: Defense System Software Development (as a guide only)

2.2 Other Documents, Drawings, and Publications

- a. Solaris commercial documentation and on-line documentation
- b. SunSoft Workshop - Visual WorkShop for C++ manuals and on-line documentation
- c. X-Windows programming and reference guides by O'Reilly & Associates, Inc.
- d. Wolfhound System A-Level Specification
- e. Wolfhound Black ICE User Client Interface Design Document (IDD)
- f. Wolfhound Black ICE RF Controller Interface Design Document (IDD)
- g. Wolfhound Installation Control Document (ICD)

3.0 REQUIREMENTS (SOW 3.0)

Work Transmittals will be provided via the Contractor's in-basket and/or electronic mail (e-mail) to set meeting dates, establish travel times, define document formats, identify significant project changes, or provide other definitive information needed in order to execute this SOW. The contractor will be required to travel out of the local area to other Government and Contractor facilities in order to attend Technical Interchange Meetings (TIMs) and preliminary / critical design reviews (PDR,CDR), and to perform system installation and maintenance activities for the Retriever and Wolfhound systems. Specific travel requirements are addressed in section 6.0

3.1 System Engineering

The contractor shall provide engineering design, design review, analysis, and services as defined by the following requirements.

3.1.1 Design Engineering and Review

The contractor shall provide engineering designs, fabricate production prototypes, modify original designs, identify and complete design validation testing, and provide supporting technical documentation for the

Retriever and Wolfhound systems. Specific design engineering tasks to be performed for the Retriever and Wolfhound systems are identified in the following subsections.

- a. Hardware and Software requirements analysis, design, build, integration, and test support. The contractor may be required to buy materials incidental to the build, integrate, and test of systems in the execution of this SOW.
- b. Design and implementation of the initial and/or upgrades to the Engineering Graphical User Interfaces (GUIs) for the Retriever and Wolfhound systems.
- c. Design and implementation of the initial and/or upgrades to the system control algorithms and processes for the Retriever and Wolfhound systems.
- d. Design and implementation of the external interfaces between the Retriever and Wolfhound systems and the customer platforms.
- e. Engineering support for the migration, integration and development of new capabilities and functionality, as identified by the system users and sponsors.
- f. Integration of new products (Hardware and/or Software), to include Government, Commercial, and Custom built products, to improve the capability and performance of the Retriever and Wolfhound systems. Perform Software and/or Firmware modifications to interface the Annapolis Micro Systems Sea Scribe Digital Recorder with the Wolfhound signal processing system.

3.1.4 Field Engineering and Analysis

The contractor shall assist the Government in planning, organizing, and responding to Fleet requests to resolve problems and improve performance for the Retriever and Wolfhound systems. The contractor will initiate System Trouble Reports (STRs) in the project STR tracking system. The contractor shall perform analyses of system performance through an assessment of data generated during fleet operations, maintenance, testing, trials, or training exercises. The contractor shall design and implement corrective actions for the identified issues including software and hardware modifications as necessary. The contractor shall support the deployment of required updates to deployed systems.

3.5 Training Services

The contractor shall develop and/or review training materials in support of the Retriever and Wolfhound systems to include technical manuals, operator and maintenance manuals, and training materials. The Contractor shall specifically:

- a. Prepare and develop, using existing documentation format, concise, accurate, and logically flowing manuals from rough draft material.
- b. Revise, update, and prepare for distribution, manuals and instructional materials for the Retriever and Wolfhound systems in accordance with Change Requests provided by the Government.
- c. Submit documentation electronically to the Technical Assistant (TA) for review and approval.

4.0 SPECIAL CONSIDERATIONS

4.1 Contract Status Reporting

In addition to the basic contract status reporting requirements, the Contractor shall provide subtask reporting within the A0001 on the labor hours and costs billed against the following specific project subtasks:

- Labrador System Engineering
- Beagle System Engineering
- Task Order Management

Subtask reporting is for accumulation of hours and costs against specific subtasks and is not intended for accounting or billing purposes. Contractor format is acceptable for subtask labor and cost reporting.

4.2 Place of Performance

The primary places of performance shall be NAWCWD, China Lake and Contractor offices in Ridgecrest California. The Government will provide work spaces including desk units, phones and the computers necessary to perform tasks for contractor personnel working in Government spaces. The Contractor may be required to travel to other locations within and outside the continental United States to attend meetings or perform integration, testing, repair, and training for systems developed and supported within the scope of this task order. Details and arrangements for such meetings and travel will be handled through the contract Technical Assistant on a case by case basis. Specific travel requirements are addressed in section 6.0.

5.0 Security

In addition to the basic contract security requirements, specific security requirements identified in the following sub-sections will be required in performance under this Task Order SOW.

5.1 Personnel Security

Sensitive Compartmented Information (SCI) Access

The contractor will require non-substantial SCI access in the performance of the Task Order SOW requirements. Total labor hours executed against requirements requiring SCI access will be less than 1500 hours for each year of the task order. The contractor will not be required to store SCI materials or maintain an SCI Facility (SCIF). All SCI work will be conducted in facilities authorized by the U.S. Government. The contractor’s primary SCI work site will be onboard NAWC-WD China Lake, however the contractor will be required to conduct work in other SCIFs on occasion while on travel.

In order to perform the SCI level functions under this Task Order SOW the contractor will require access to SCI information, and will require routine access to the government SCIF at the NAWCWD China Lake. The contractor will also require Joint Worldwide Intelligence Communication System (JWICS) access for e-mail correspondence at the Top Secret/SCI level and general research in support of the SCI tasking under this SOW.

The contractor will develop, modify, and integrate software with Government developed software and systems that are operated at the SCI level within Government owned SCIFs and on SCI accredited software development equipment.

The contractor will be required to travel and attend meetings held at the Top Secret/SCI clearance level within facilities authorized by the U.S. Government for SCI work. Details and arrangements for such meetings and travel will be handled through the contract Technical Assistant and the NAWCWD Special Security Office (SSO) in coordination with the contractor security office.

Non-SCI Intelligence Information Access

The contractor will require access to non-SCI intelligence information in the performance of tasking under this SOW. The contractor will require access to classified Secret Internet Protocol Network (SIPRNET) e-mail and SIPRNET web access for intelligence data and general research in support of the SECRET level tasking under this SOW. The types of intelligence information required by the contractor are described in the REQUEST FOR ACCESS/RELEASE OF INTELLIGENCE TO CONTRACTORS form filed with the NAWCWD Industrial Security Office.

Communications Security (COMSEC) Requirements

The contractor will be required to work in SCI and SECRET facilities where Secure Telephone Equipment (STE) instruments and other COMSEC equipment are available for use. The contractor will occasionally be required to use this equipment to communicate securely with personnel at other facilities in order to accomplish the SOW objectives. The contractor will require a COMSEC briefing in order to use or occupy workspaces where the COMSEC equipment is located. The contractor will not be required to store or maintain custody of COMSEC material.

6.0 Travel

The Contractor shall be required to travel in the performance of this task order. The Contractor shall be responsible for all transportation, billeting, and messing for the Contractor personnel except in those cases where Government transportation, billeting, and messing are the only services available. All travel costs will be in accordance with the Joint Travel Regulations. The Government anticipates potential travel to the following locations: Pt. Mugu, CA, Washington, DC and surrounding area; Patuxent River, MD; Norfolk, VA and surrounding area, and Dahlgren, VA. Deployed systems may require support at locations Outside of the Continental United States (OCONUS) at TBD locations on an occasional basis determined by operational constraints. Specific requirements will be identified and conveyed to the contractor by the Task Order Technical Assistant (TA). Currently planned trips are as follows:

<u>LOCATION</u>	<u># OF DAYS</u>	<u># OF TRIPS</u>	<u># OF TRAVELERS</u>
Dahlgren, VA	4	3	1

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
0001	N/A	N/A	N/A	Government
000101	Destination	Government	Destination	Government
000102	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government
000301	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
0003	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
000301	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 255 77777 0 050120 2F 000000

COST CODE: A00003178556

AMOUNT: \$130,250.00

CIN 130053786500001: \$100,000.00

CIN 130053786500002: \$5,500.00

CIN 130053786500003: \$24,750.00

CLAUSES INCORPORATED BY REFERENCE

52.232-22

Limitation Of Funds

APR 1984

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	STILO MEMO	3	03 Mar 2009
Attachment 2	DD 254	6	02 Oct 2015

ORDER FOR SUPPLIES OR SERVICES

1. CONTRACT/PURCH. ORDER/ AGREEMENT NO. N68936-15-D-0004	2. DELIVERY ORDER/ CALL NO. 0102	3. DATE OF ORDER/ CALL (YYYYMMDD) 2015 Dec 30	4. REQ / PURCH. REQUEST NO. See Schedule	5. PRIORITY
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6. ISSUED BY CDR NAWCWD CODE 254100D ATTN: T. BARKER (760) 939-3064 429 E BOWEN RD. STOP 4015 CHINA LAKE CA 93555-5106	CODE N68936	7. ADMINISTERED BY (if other than 6) DCMA MANASSAS 10500 BATTLEVIEW PKWY SUITE 200 MANASSAS VA 20109-2342	CODE S2404A	8. DELIVERY FOB <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)
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9. CONTRACTOR ENGILITY LLC NAME (b) (4) AND 3750 CENTERVIEW DR ADDRESS CHANTILLY VA 20151-3200	CODE 02NP8	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
			12. DISCOUNT TERMS	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15				

14. SHIP TO SEE SCHEDULE	CODE	15. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS P O BOX 182317 COLUMBUS OH 43218-2264	CODE HQ0338	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		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)
<input checked="" type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies: 1		

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 TEL: (760) 939-1891 EMAIL: bryan.v.gregory@navy.mil BY: BRYAN V. GREGORY	<i>36</i>	25. TOTAL \$8,502,871.23	26. DIFFERENCES
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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
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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.

a. DATE (YYYYMMDD)	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. CHECK NUMBER
			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.
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Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor CPFF	(b) (4)	Hours		\$4,415,619.80
	In accordance with the Statement of Work. This Task Order is Severable. FOB: Destination				
				ESTIMATED COST	\$ (b) (4)
				FIXED FEE	\$ (b) (4)
				TOTAL EST COST + FEE	<hr/> \$4,415,619.80

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000101	For Navy Accounting Purposes Only	
CIN: 130054025200001		ACRN AA \$25,071.00
PURCHASE REQUEST NUMBER: 1300540252		

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000102	For Navy Accounting Purposes Only	
CIN: 130054025200002		ACRN AB \$70,724.00
PURCHASE REQUEST NUMBER: 1300540252		

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000103	For Navy Accounting Purposes Only	
CIN: 130054025200003		ACRN AC \$197,292.00
PURCHASE REQUEST NUMBER: 1300540252		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	ODCs - Material COST In accordance with the Statement of Work. FOB: Destination	1	Lot		\$2,790,721.19
				ESTIMATED COST	\$2,790,721.19

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000201	For Navy Accounting Purposes Only	
CIN: 130054131900002		ACRN AD \$200,000.00
PURCHASE REQUEST NUMBER: 1300541319		

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000202	For Navy Accounting Purposes Only	
CIN: 130054150400001		ACRN AE \$35,000.00
PURCHASE REQUEST NUMBER: 1300541504		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ODCs - Travel COST In accordance with the Statement of Work. FOB: Destination	1	Lot		\$157,252.94
				ESTIMATED COST	\$157,252.94

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000301	For Navy Accounting Purposes Only	
CIN: 130054173000001		ACRN AF \$25,000.00
PURCHASE REQUEST NUMBER: 1300541730		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5008	FMS Labor - (b) (4) CPF In accordance with the Statement of Work. FOB: Destination	(b) (4)	Hours		\$776,496.00
				ESTIMATED COST	\$ (b) (4)
				FIXED FEE	\$ (b) (4)
				TOTAL EST COST + FEE	\$776,496.00

ITEM NO	SUPPLIES/SERVICES	AMOUNT
500801	For Navy Accounting Purposes Only	
CIN: 130054166500001	ACRN AG	\$300,000.00
PURCHASE REQUEST NUMBER: 1300541665		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
6008	FMS ODCs - Material - (b) (4) COST In accordance with the Statement of Work. FOB: Destination	1	Lot		\$63,133.00
				ESTIMATED COST	\$63,133.00

ITEM NO	SUPPLIES/SERVICES	AMOUNT
600801	For Navy Accounting Purposes Only	
CIN: 130054166500002	ACRN AG	\$20,000.00
PURCHASE REQUEST NUMBER: 1300541665		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
7008	FMS ODCs - Travel - (b) (4) COST	1	Lot		\$299,648.30
	In accordance with the Statement of Work. FOB: Destination		(b) (4)		
				ESTIMATED COST	\$299,648.30

ITEM NO	SUPPLIES/SERVICES	AMOUNT
700801	For Navy Accounting Purposes Only	
CIN: 130054166500003		ACRN AG
		\$100,000.00
PURCHASE REQUEST NUMBER: 1300541665		

STATEMENT OF WORK

Statement of Work
N68936-15-D-0004
TASK ORDER 0102
AIRBORNE THREAT SIMULATION ORGANIZATION (ATSO) SUPPORT
Version: 10/29/2015
Severable Task Order, PSC Code AC51
Applicable SOW Sections:
3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.1.9, 3.2.1, 3.2.2, 3.3.2, 3.3.3, 3.4.1, 3.4.2

1.0 BACKGROUND AND GENERAL SCOPE OF WORK The purpose of this task order is to obtain the required engineering, program and technical administrative services that will significantly improve and maintain ATSO capabilities as a leader in electronic attack (EA) and active emitter systems for the simulation of threats against US forces in a dynamic electronic warfare environment.

1.1 Background: ATSO is responsible for the entire life-cycle management of numerous Radio Frequency (RF) threat simulation systems ranging from EA systems to emitter (radar) simulator systems. Customers range from Navy, Air Force and Army, to foreign governments and private-party Department of Defense (DOD) contractors.

1.2 GENERAL SCOPE OF WORK As the Project Reliance service lead for airborne emitters, the ATSO provides emitter and EA systems and life-cycle support to virtually all DOD target systems. In addition, the ATSO provides Fleet (Navy and Air Force) with various airborne and ground based systems for training at various levels. Supported by a close working relationship with the DOD's major intelligence offices, the ATSO develops a flexible and robust line of products that not only simulates the current threat, but is able to project or lead out-year developments in order to provide the war fighter with simulations of 'historic' and new emerging threat systems.

The items covered under this task order shall incorporate advances in technology that will allow it to continue to work better and cost less. Throughout the life of this task order, the ATSO Contractor shall continuously seek ways to incorporate innovative and emerging technologies that economically and efficiently improves system and mission performance.

2.0 APPLICABLE DOCUMENTS. The following documents are applicable to this SOW to the extent specified herein.

MIL-STD-461E	Electromagnetic Interference/Electromagnetic Control
MIL-STD-810	Environmental Test Methods and Engineering Guidelines
13672-SOW-08-10 Rev A	NAWCWD ATSO COMPACFLT
(b) (4) FMS Support	FMS CASE (b) (4)
JFTR/JTR	DOD Joint Travel Regulations
NAWCWDINST 4650.1	NAWCWD Travel Policies
NAVAIRINST 3710.8E	Flight Qualifications

Other detailed documentation (specifications, technical requirements documentation, technical data packages, engineering sketches, software and firmware) will be provided as needed for efforts under this Task Order.

3.0 PERFORMANCE REQUIREMENTS.

Day to day operational coordination will be through Contractor participation in the ATSO Weekly Planning meeting and other meetings. The technical point of contact will communicate with the contractor to formally answer technical questions and to give additional technical information or clarification regarding the content of this SOW.

3.1 Design and Engineering Review (): The contractor shall provide Systems Engineering and Project Planning for the Airborne Threat Simulation Organization (ATSO), including Systems Integration Engineering Support. The contractor shall provide advanced systems engineering services and test requirements development, as well as system integration applications and processes. The Contractor shall participate in weekly Government management planning meetings to develop detailed technical and documentation requirements. (CDRL A005)

3.1.1 The Contractor shall design, develop and prototype capabilities as well as perform modifications to advanced threat simulation systems and tactical support systems to meet the performance requirements. The design development tasking is driven by customer and programmatic needs due to changes in the threats, revisions to program requirements, or identification of fleet training requirements. These developments shall encompass the complete systems capability including hardware, firmware and software. These capabilities shall include, : airborne pods, amplifiers, antennas, electronic attack modules, filters, magnetrons, positioning systems, rotary joints, surface and seaborne enclosures, threat emitter modules, towed decoy systems, transmission lines, transmitters, and waveguides, as well as new technologies associated with the electromagnetic threat to US weapons systems.

3.1.2 The Contractor shall continuously seek ways to incorporate innovative and emerging technologies that, in the most economic and efficient manner, improve system and mission performance.

3.1.3 The Contractor shall conduct quarterly Design Reviews and Critical Design Reviews (CDR) with Government participation on all development and prototype efforts

listed herein. The CDR will allow the Government to formally review and approve any final design. The CDR will be conducted when the design is 95% complete. The purpose of the CDR is to: (1) determine that the detailed design of the product items satisfies the performance and requirements of the hardware specifications or Technical Requirements Document (TRD); (2) review the hardware specifications and engineering drawings; (3) assess the detail design compatibility between the configuration item and other items of equipment, facilities, software and personnel; and (4) Assess configuration item risk areas on a technical, performance, cost and schedule basis.

3.1.4 The Contractor shall (a) develop performance evaluation reports, pre-production drawing packages, technical manuals, checkout procedures, performance specifications and other documents in accordance with (IAW) the joint Government and Contractor planning meetings; (b) validate the performance evaluation reports, pre-production drawing packages, technical manuals, checkout procedures, performance specifications and other documents as needed IAW the joint Government and Contractor planning meetings. (CDRL A005)

3.2 Engineering Analyses The contractor shall perform engineering analyses and studies for systems development, production, and in-service support activities.

3.2.1 Gather cross-Department Science and Technology (S&T), Common Test & Evaluation Improvement Program (CTEIP), Target Management Initiatives (TMI) needs/requirements and submit appropriate paper work for submittals.

3.2.2 Provide engineering analyses response to various requests for technical papers, journal articles. (CDRL A005)

3.2.3 The contractor shall create Department level briefings, studies and data calls. (CDRL A005)

3.3 Operational Research Support The Contractor shall research and analyze historic and emerging real world foreign and domestic threats. The Contractor shall evaluate the information gained and provide the Government a listing of legitimate threat systems. The Contractor shall prioritize this list based on projected vulnerabilities to existing US systems. (CDRL A005)

3.3.1 In response to this research, the Contractor shall design, develop, prototype and produce pre-production quantities of these new threat simulation systems.

3.3.2 The Contractor shall develop threat libraries for ATSO supported systems to meet the requirements for test and evaluation or operator training. The contractor shall update the library prior to each test/training mission for ATSO supported systems in order to provide the appropriate threat environment to the test/training customer.

3.3.3 The Contractor shall research, analyze and document potential vulnerabilities in the electromagnetic spectrum to the interconnection of US weapon systems

commonly referred to as Network Centric Warfare (NCW). In response to this research, the Contractor shall design, develop, prototype and document new threat simulation systems that could affect the NCW concept. The Contractor shall produce pre-production quantities of these new systems.

3.4 Field Engineering and Analyses : The Contractor shall provide operational support for all ATSO assets and support missions which will entail Fleet exercises, both developmental and operational test and evaluation events and special missions. This support shall include the planning for major exercises and test evaluation events as well as the real-time mission support. Support for these exercises, events and missions shall involve shipping and/or transport of the required systems and hardware to and from the required locations and system maintenance and all other normal activities that will include: (1) Pre-Build-Up; (2) Pre-Check Out; Load/Check Out; Real Time Support; Post Download; Post Check Out; Submission of Operational/Trip Reports; and Engineering Investigations, if required.

The operational support defined in paragraph 3.4 will be required at NAWC-WD and other locations (as listed in 6.0 Travel) based on warfighter and weapons systems program requirements.

3.4.1 The Contractor shall perform, document and provide reports on the effects of threat simulators and subsystems on specific weapons systems be they US or foreign. (CDRL A005)

3.4.2 The Contractor shall identify, develop, and or equip laboratory and field support facilities (as listed in 6.0 Travel) with required test equipment. Government approval is required prior to execution.

3.4.3 The Contractor shall maintain ATSO/NAWCWD facilities and assets. The contractor shall service and repair ATSO infrastructure including laboratories, cranes, forklifts and flight line carts. The contractor shall acquire, maintain, and repair ATSO meeting facilities including audio/visual presentation and video teleconference equipment.

3.5 Production Engineering Analyses and Support): The Contractor shall perform configuration management of all ATSO technical data to include performance specifications and technical requirements documentation, statements of work, technical data packages and software.

3.5.1 The Contractor shall manage the ATSO library of all technical documentation and hardware procurement actions.

3.5.2 The Contractor shall track and maintain a library of all Engineering Change Proposal (ECP), Deviations and Waivers for ATSO management action.

3.5.3 The Contractor shall track and maintain a library of all technical data packages and software development and documentation.

3.6 Test Plans and Procedures): The Contractor shall develop the required test

documentation (plans, procedures, data sheets), and shall produce and deliver comprehensive test documentation and performance evaluation reports. (CDRL A00A)

3.7 Test and Test Support The Contractor shall conduct testing on the systems and capabilities developed or acquired under this task order in addition to systems and capabilities acquired through other means.

3.7.1 The Contractor shall develop, acquire, and calibrate any test or measurement equipment or facilities necessary to meet or validate the test requirements.

3.7.2

The contractor will be required to spend time in work environments that are potentially dangerous or hazardous. Under these conditions the contractor will be required to work on test aircraft and on airfield parking ramps and runways in close proximity to aircraft. At the discretion of the contractor, and if the contractor meets all of the requirements of NAVAIRINST 3710.8E, the contractor may fly as a qualified technical observer in test/support aircraft for the purposes of training and/or conducting in-flight evaluations.

3.8 Installation Support: The Contractor shall integrate ATSO threat simulation capabilities into a multitude of platform configurations and systems. Platforms shall include aircraft, seaborne vehicles, ground vehicles and fixed installations.

3.8.1 The Contractor shall install EW threat equipment into Fleet and NAWCWD platforms using military or civilian regulations and standards, depending on the requirements. Airframe modification and stores certification expertise shall cover the full spectrum of local, DoD, and Federal Aviation Agency regulations and guidelines. Aircraft modification efforts range in complexity from simple installations to supersonic pod systems, with minimal impact to the aircraft itself. The Contractor shall research and analyze the various platforms for EW systems integration including physical carriage, wiring, flight certification and operation. The Contractor shall evaluate the information gained and provide the Government with a recommended path for platform modification, certification and operation.

3.8.2 The Contractor shall design, develop and acquire any hardware and or material required to integrate these systems.

3.8.3 The Contractor shall identify and specify hardware routinely required by the ATSO such as RF cables, metal work, and all applicable technical requirements. In addition, the Contractor shall survey industry for compliance with these identified applicable technical requirements and obtain cost comparison data to establish an approved vendor, based on compliance and cost. The contractor shall maintain the approved vendor list which shall be updated on at least an annual basis. (CDRL A00B)

3.8.4 The Contractor shall attend trainings, if offered by the Government, in order to keep up with new and emerging technologies in relation to any of the aforementioned support.

3.9 Interim Support (I): The Contractor shall develop prototype units for each capability that will demonstrate producibility and a pre-production data package. (CDRL A00B)

3.9.1 The Contractor shall verify that all maintenance data reflects the new configuration.

3.9.2 The Contractor shall create pre-production quantities of these new or modified capabilities – in quantities of 1-10 depending on the test requirements.

3.9.3 The Contractor shall, with PCO approval, build and or acquire specific threat simulation hardware in limited quantities, where technical documentation may be insufficient.

3.9.4 The Contractor shall attend trainings, if offered by the Government, in order to keep up with new and emerging technologies in relation to any of the aforementioned support.

3.10 Technical Administrative Support The Contractor shall perform technical administrative services as defined in paragraphs 3.10.1, 3.10.2, 3.10.3, 3.10.4, 3.10.5, 3.10.6, 3.10.7, 3.10.8, 3.10.9, 3.10.10, 3.10.11, 3.10.12, 3.10.13, 3.10.14.

3.10.1 The Contractor shall improve, modify, and utilize an ATSO procurement tracking system, which tracks all ATSO acquisitions from customer request to delivery. This system shall identify all “stalled” acquisitions for ATSO management intervention.

3.10.2 The Contractor shall perform maintenance for ATSO and Sponsor inventory. Each maintenance action shall be documented on an ATSO Repair Form and shall include the maintenance, troubleshooting and repair of threat simulator and support systems, modules, components and hardware.

3.10.3 The Contractor shall maintain a repair inventory tracking system that shall ensure that the status of all not ready for issue hardware is continuously tracked, failures and corrective actions are documented, and shall identify any delays in repairs for ATSO management action. Maintenance shall also include the shipping to and from OEM facilities for maintenance and modification actions.

3.10.4 The Contractor shall maintain, modify, and utilize an ATSO inventory tracking system with Government oversight and review that will provide a real-time picture of all ATSO assets. This inventory tracking system shall track ATSO assets from entry into the ATSO acquisition pipeline, through delivery and operational service, and finally, to expenditure. This inventory shall include all ATSO assets regardless of their location, but shall not include hardware delivered to customers.

3.10.5 The Contractor shall acquire, set up, modify and tear down presentation displays throughout NAWCWD and other sites. This effort may require shipping the displays to remote locations as well as travel for support personnel.

3.10.6 The Contractor shall perform program studies and analyses, workshop conferences and meetings, option papers, and program planning.

3.10.7 The Contractor shall document reviews, prepare of presentations and marketing materials, and perform and document risk assessments. (CDRL A005)

3.10.8 The Contractor shall prepare presentation materials from rough draft source data that will be reviewed by the Government. Upon approval, the Contractor shall produce the final presentation materials in hardcopy, viewgraph or electronic media format. (CDRL A005)

3.10.9 The Contractor shall attend Government meetings when scheduled. The Contractor shall research and provide data or prepare reports in preparation for meetings. The Contractor shall provide minutes of all meetings to include all relevant information including items and issues discussed, action taken and action item status. The Government will provide the Contractor with the meeting schedule. (CDRL A005)

3.10.10 The Contractor shall participate in the planning and execution of major conferences. This assistance shall include: (1) The acquisition and setup of facilities; (2) The acquisition, setup and operation of presentation systems; (3) Security processing and management.

3.10.11 The Contractor shall develop and produce displays. (CDRL A005)

3.10.12 The Contractor shall utilize Continuous Process Improvement (CPI) studies as well as design and track 5.3 Department metrics.

3.10.13 Identify, develop, and document methods of communicating various 5.3 messages to Senior NAVAIR leadership and the workforce. (CDRL A005)

3.10.14 The Contractor shall establish a Diminishing Manufacturing Sources and Material Shortages (DMSMS) program. The program shall address the identification of critical items and/or technologies, emerging technology, and shall integrate the forecast of DMSMS into technology refresh planning. The program shall forecast obsolescence and product timelines and shall recognize the product, supplier base, contract period and life cycle. The Contractor shall provide an on-going review of the parts lists and bill of materials to identify obsolescence and discontinuance issues. The Contractor shall identify any problems to the Government and provide an estimated design upgrade cost proposal that will itemize the costs associated with the upgrade. The Government will evaluate the proposal and determine whether to accept or reject the proposed design upgrades. (CDRL A005)

3.11 Project Planning Support: The Contractor shall provide the ATSO with program and management support services as defined in paragraphs 3.11.1 and 3.11.2.

3.11.1 The Contractor shall implement, document, and process ATSO

acquisitions. All acquisitions will require ATSO management approval prior to the obligation of funding. This effort will require access to the Navy Enterprise Resource Planning system. (CDRL A005)

3.11.2 The Contractor shall develop Maintenance Plans, NATEC approved operator manuals, NATEC approved maintenance manuals and loading checklists. (CDRL A005)

4.0 SPECIAL CONSIDERATIONS.

4.1 Task Order Expense Status Report (CDRL A001): The Contractor shall prepare and submit a monthly Task Order Expense Status Report reflecting task order status relative to expense of dollars and labor hours. The report shall reflect the contractor's best estimates of actual dollars and labor hours expended through the end of the previous calendar month. This report is due 10 days after the end of the 30 day reporting cycle. The report shall be in government provided format.

4.2 Task Order Status Summary Report; CDRL A00E): The contractor shall prepare and submit a Task Order Summary Report.

4.3 Contract Expense and Labor Status Report; CDRL A00E): The contractor shall prepare and submit a bi-weekly Contract Expense and Labor Status Report reflecting contract status relative to expense of dollars and labor hours.

4.4 (b) (4) FMS Case Support: The Contractor shall provide all required support for the ATSO administration of the foreign military sales (FMS) cases between the Commander Pacific Fleet (COMPACFLT) and the (b) (4) Defense Force (b) (4) as described in the statement of work 13672-SOW-08-10 Rev A referenced in 1.2.

4.5 Government Vehicles The Government may require the Contractor to operate general or special purpose Government- owned vehicles for on and off site use. Potential uses may be for attending meetings, transporting data, equipment and materials under this order. The Contractor shall have a valid California license and in certain circumstances a license to operate special purpose vehicles.

5.0 SECURITY.

5.1 SCI Intelligence Information Access : The contractor will require access to SCI intelligence information in the performance of tasking under this PWS. The contractor will participate in meetings to collect SCI information and provide technical assistance to ATSO based on this information. The contractor will require access to classified SIPRNET e-mail and SIPRNET web access for intelligence data and general research. The types of intelligence information required by the contractor are described in the REQUEST FOR ACCESS/RELEASE OF INTELLIGENCE TO CONTRACTORS form filed with the NAWCWD Industrial Security Office.

5.2 Personnel Security: The contractor shall provide personnel with the appropriate security clearance levels for the work to be performed. The contractor shall maintain sufficiently cleared personnel to perform the tasks required by this PWS IAW the DD Form 254, and the Contract. All Contractor personnel shall possess a clearance and need-to-know commensurate with the requirements of their positions.

5.3 Information Security: Direct Support contractor personnel working under the purview of a DoN Commanding Officer/Commander shall comply with the local security provisions and the requirements of SECNAV M-5510.36 (series). The contractor shall implement and maintain security procedures and controls to prevent unauthorized disclosure of controlled unclassified information and to control distribution of controlled unclassified information in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM), and SECNAV M-5510.36.

5.4 For Official Use Only (FOUO) Information: For Official Use Only information generated and/or provided under this contract shall be marked and safeguarded as specified in DoDM5200.01 (DoD Information Security Program: Controlled Unclassified Information (CUI)) Vol. 4 (enclosure 3 pages 11-18) available as http://www.dtic.mil/whs/directives/corres/pdf/520001_vol4.pdf and DoD 5400.7-R, Freedom of Information Program Chapter 3 (pages 31-42) available at <http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>.

5.5 Public Release: Any controlled unclassified information pertaining to this contract shall not be released for public dissemination, including posting to any social media sites such as Facebook or Twitter, unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release through Commander, Code 4L0000D, Naval Air Warfare Center, Weapons Division, 1 Administration Circle STOP 6305, China Lake, California 93555-6100.

6.0 Travel

<u>Location</u>	<u># of days</u>	<u># of trips</u>	<u># of travelers</u>
Eglin AFB, FL	5	20	1
Tyndal AFB, FL	5	5	1
PMRF, HI	5	2	1
Victoria, BC	5	1	2
Fallon, NV	5	20	2
Nellis AFB, NV	5	6	1
(b) (4) , (b) (4)	14	36	1
(b) (4) , (b) (4)	14	7	1
(b) (4) , (b) (4)	15	1	2
North Island, CA	21	1	1
Ontario, CA	21	1	1
Key West, FL	21	1	1

7.0 Material and Purchasing

The contractor shall manage material and consumable supplies at levels to meet mission requirements. The contractor must obtain prior approval from the Contracting Officer for any purchases valued over \$3,000. To receive approval for the purchases, the contractor shall submit a consent package providing a description, price, evidence of adequate price competition, or if unavailable, a justification for use of a single source and a determination that the price is fair and reasonable. These requirements apply to all contractor purchases.

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
0001	N/A	N/A	N/A	Government
000101	Destination	Government	Destination	Government
000102	Destination	Government	Destination	Government
000103	Destination	Government	Destination	Government
0002	N/A	N/A	N/A	Government
000201	Destination	Government	Destination	Government
000202	Destination	Government	Destination	Government
0003	N/A	N/A	N/A	Government
000301	Destination	Government	Destination	Government
5008	N/A	N/A	N/A	Government
500801	Destination	Government	Destination	Government
6008	N/A	N/A	N/A	Government
600801	Destination	Government	Destination	Government
7008	N/A	N/A	N/A	Government
700801	Destination	Government	Destination	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
000102	N/A	N/A	N/A	N/A
000103	N/A	N/A	N/A	N/A
0002	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
000201	N/A	N/A	N/A	N/A
000202	N/A	N/A	N/A	N/A
0003	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
000301	N/A	N/A	N/A	N/A
5008	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
500801	N/A	N/A	N/A	N/A
6008	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
600801	N/A	N/A	N/A	N/A
7008	POP 01-JAN-2016 TO 31-DEC-2016	N/A	N/A FOB: Destination	
700801	N/A	N/A	N/A	N/A

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 255 77777 0 050120 2F 000000
COST CODE: A00003196927
AMOUNT: \$25,071.00
CIN 130054025200001: \$25,071.00

AB: 97X4930 NH2C 255 77777 0 050120 2F 000000
COST CODE: A10003196927
AMOUNT: \$70,724.00
CIN 130054025200002: \$70,724.00

AC: 97X4930 NH2C 255 77777 0 050120 2F 000000
COST CODE: A20003196927
AMOUNT: \$197,292.00
CIN 130054025200003: \$197,292.00

AD: 97X4930 NH2C 255 77777 0 050120 2F 000000
COST CODE: A10003207982
AMOUNT: \$200,000.00
CIN 130054131900002: \$200,000.00

AE: 97X4930 NH2C 255 77777 0 050120 2F 000000
COST CODE: A00003208233
AMOUNT: \$35,000.00
CIN 130054150400001: \$35,000.00

AF: 97X4930 NH2C 255 77777 0 050120 2F 000000
COST CODE: A00003211859
AMOUNT: \$25,000.00
CIN 130054173000001: \$25,000.00

AG: 97X4930 NH2C 255 77777 0 050120 2F 000000
COST CODE: A00003209311
AMOUNT: \$420,000.00
CIN 130054166500001: \$300,000.00
CIN 130054166500002: \$20,000.00
CIN 130054166500003: \$100,000.00

CLAUSES INCORPORATED BY REFERENCE

52.232-22

Limitation Of Funds

APR 1984