

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-05-D-4269	2. DELIVERY ORDER NO. EX01	3. EFFECTIVE DATE 2013 Sep 04	4. PURCH REQUEST NO. N4703913RCD7102	5. PRIORITY Unrated
6. ISSUED BY CODE N00189 NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083		7. ADMINISTERED BY CODE S2404A DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)
9. CONTRACTOR CODE 3HBG4 Cydecor 525 North Tryon Street, Suite 1700 Charlotte NC 28202-0203		FACILITY	10. DELIVER TO FOB POINT BY (Date) Sec Schedule	11. X IF BUSINESS IS X SMALL X SMALL DISADVANTAGED WOMEN-OWNED
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		13. MAIL INVOICES TO THE ADDRESS IN BLOCK Sec Section G		
14. SHIP TO CODE See Section D		15. PAYMENT WILL BE MADE BY CODE HQ0338 DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.

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 numbered contract.
	PURCHASE		Reference your _____ furnish the following on terms specified herein. 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.

Cydecor	toettinger Controller		
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED (YYYYMMDD)
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:			

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE
See Schedule

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

*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 BY: /s/James B O'Sullivan	25. TOTAL 	26. DIFFERENCES
		09/04/2013 CONTRACTING/ORDERING OFFICER	

27a. QUANTITY IN COLUMN 20 HAS BEEN	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:
INSPECTED	RECEIVED

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	c. DATE	d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	28. SHIP NO.	29. D.O. VOUCHER NO.	30. INITIALS
	PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR

f. TELEPHONE	g. E-MAIL ADDRESS	31. PAYMENT COMPLETE	34. CHECK NUMBER
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.		PARTIAL	35. BILL OF LADING NO.
		FULL	

a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	37. RECEIVED AT	38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS	41. S/R ACCOUNT NUMBER	42. S/R VOUCHER NO.
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GENERAL INFORMATION

A.) Reference is made to RFQ#N00024-13-R-3280. Sections K, L, and M are hereby incorporated by reference. This task order reflects the revised quote submitted by Cydecor for the Irregular Warfare services in support of OPNAV N3/N5. Cydecor's non-price/cost quote is hereby incorporated by reference. All terms and conditions of the subject contract apply to this order.

B.) Total travel authorized for this order shall not exceed the NTE figure under CLIN 6001. Travel is not authorized for any travel outside of those estimated in the contractor's quote without prior approval of the COR and/or Contracting Officer. Travel costs are subject to the clause of the contract entitled "Reimbursement of Travel Cost".

C.) The level of effort estimated for this task order is found in section C (5.3).

D.) The point of contact for this task order is:

Stephen Ciliberto
215-697-9606
Stephen.ciliberto@navv.mil

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	R499	Professional Support Services--Base (O&MN,N)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
4002	R499	Task Order Deliverables--Base. In accordance with PWS. Not Separately Priced. (O&MN,N)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
6001	R499	Travel--Base In support of CLIN 4001 (O&MN,N)	1.0	LO	[REDACTED]

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R499	Professional Support Services-- Option I (O&MN,N) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7002	R499	Task Order Deliverables--Opt I. In accordance with the PWS. Not Separately Priced. (O&MN,N) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7003	R499	Professional Support Services--Opt II (O&MN,N) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7004	R499	Task Order Deliverables--Opt II. In accordance with the PWS. Not Separately Priced. (O&MN,N) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]

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For ODC Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
9001	R499	Travel--Opt I. In support of CLIN 7001 (O&MN,N) Option	1.0	LO	[REDACTED]
9002	R499	Travel--Opt II. In support of CLIN 7003 (O&MN,N) Option	1.0	LO	[REDACTED]

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon [REDACTED] estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional [REDACTED] estimated manhours of direct labor, for a total level of effort of [REDACTED] estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Labor Category	Base	Opt I	Opt II
Program Manager	[REDACTED]	[REDACTED]	[REDACTED]
Senior Strategy and Policy Professional	[REDACTED]	[REDACTED]	[REDACTED]
Strategy and Policy Professional	[REDACTED]	[REDACTED]	[REDACTED]
Senior Analytic Professional	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]

(c) The Estimated Total Hours include subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph

(e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of Provision)

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

NOTE: For evaluation purposes, this clause assumes that all orders will be Cost plus Fixed Fee orders. The Fixed Fee rate applies only

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to Cost plus Fixed Fee orders.

The fixed fee for work performed under this contract is \$ * provided that approximately [REDACTED] hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than [REDACTED] hours of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$ ** per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

	*	**
Base	[REDACTED]	[REDACTED]
Opt I	[REDACTED]	[REDACTED]
Opt II	[REDACTED]	[REDACTED]

(End of Provision)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance-Based Work Statement for

Navy Warfare Group/

Irregular Warfare Support

OPNAV N3/N5

1. Introduction

The Deputy Chief of Naval Operations (OPNAV), for Operations, Plans, and Strategy (N3/N5) organization requires management support services and analytical support to the N3/N5 leadership to facilitate strategic, analytical, technical, programmatic support, data collection, policy review, concept development, and process research. Support includes: Irregular Warfare Office, and Navy Warfare Group. Each area of emphasis changes due to current regional environments, which present threats, challenges and opportunities for the Navy's global posture and maritime partners.

2. Background

The Deputy Chief of Naval Operations, for Operations, Plans, and Strategy (N3/N5) organization serves as the principal advisor to Chief of Naval Operations (CNO) on joint operations and the development of joint strategies, plans, programs, and policies. N3/N5 evaluates the Global Operational Environment, while understanding regional actions may result in strategic theories and policies that require an evolution and/or innovative changes. The contracted services support the implementation of CNO responsibilities for the development and dissemination of Navy strategies, plans, and policies, enable the N3/N5 to serve as principal advisor to Secretary of the Navy (SECNAV) and CNO on strategic planning, National Security Council affairs, international politico-military matters, current operational status of naval forces, evaluation of global operational environment, and to serve as principal advisor to CNO on technology transfer, security assistance, foreign disclosure, and international program policy issues.

3. Scope

The contractor shall provide strategy, policy, analytical, programmatic, technical, research, and organizational support services that require unique skills and experience in Irregular Warfare (IW) disciplines. This requirement cannot be supported by the existing federal workforce. The contractor shall provide support to the budgeting and execution phases of N3/N5's Planning, Programming, Budgeting and Execution (PPBE) process.

The services required under this task order include:

- Confronting Irregular Challenges (CIC) implementation support; short-term projects and tasking with Navy IW, Special Operation Force General Purpose Force (SOF/GPF), Naval Warfare Group (NWG) equities, programmatic analysis support, and high-level briefing support

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for the Director, Navy Strategy and Policy (N51)

4. Tasks

OPNAV N3/N5 Strategy, Policy and Operational Support combating Irregular Warfare

4.1. Support overarching Irregular Warfare initiatives by:

- a. Assisting in the drafting of IW and SOF/GPF strategy, policy, Joint Operating Concept (JOC), and Doctrine documents
- b. Assessing Doctrine, Organization, Training, Materials, Leadership, Personnel, and Facilities (DOTMLPF) direction and priorities for Navy's contribution to IW and, SOF/GPF through development and review of Navy Mission Essential Tasks (NMETS)
- c. Developing strategic relationships with doctrine and education partners at Deputy Chief of Naval Operations (OPNAV), Navy Warfare Development Command (NWDC), Center for Naval Analyses (CNA), National Security Agency (NSA), Office of Naval Intelligence (ONI), and other relevant commands and institutions
- d. Collecting and consolidating community of interest inputs to support IW and SOF/GPF outreach efforts
- e. Assist in the drafting and preparation of substantive N3/N5 inputs and associated output for outreach to academic institutions
- f. Support the development and drafting of operational concepts and doctrine related to IW and SOF/GPF for senior leader reporting requirements
- g. Attending conferences and other venues. Drafting After Action Reports (AARs) and progress reports
- h. Drafting and identification of Navy IW and SOF/GPF related training and certification requirements of deploying forces
- i. Tracking Congressional Information Management System (CIMS) and Taskers Version 5 (TV5) reports

4.2. Support Naval Warfare Group initiatives by:

- a. Supporting innovative strategic concepts that will shape the Navy's future requirements as well as inform Navy strategy to leadership
- b. Work closely with the Navy Warfare Development Command (NWDC) so that NWG's strategic innovation can communicate with the Navy Center for Innovations regarding operational and tactical concepts
- c. Assist in coordinating Navy's innovative concepts with the U.S. Marine Corps (USMC)

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Ellis Group as the Navy's counterpart organization

- d. Directly support the Department of the Navy's most senior military leadership on issues related to integration between the Navy - Marine Corps Team
 - e. Assist in coordinating across Navy organizations to produce innovative strategic concepts and inform naval strategy and operational doctrine
 - f. Support the execution of Navy Marine Corps initiatives, to include Littoral Maneuver
 - g. Support planning and echelon I analysis of Navy and other service wargames that have maritime equities
- 4.3. Provide programmatic and resource analytic support to N51 on IW, SOF/GPF, and NWG matters by:
- a. Assist in drafting inputs for the Navy Strategic Plan and Program Objective Memorandum (POM) planning guidance
 - b. Drafting inputs to IW, SOF/GPF, and NWG related POM development and Program Reviews (PR)
 - c. Identifying actions to align the PPBE cycle to satisfy operational needs of combatant commands, interagency, international partners, Operational Plan (OPLAN), Urgent Operational Needs Statement (UONS), Joint Urgent Operational Needs Statement (JUONS), Integrated Priority Lists (IPLs), Concept Of Operation Plan (CONPLAN) and the impact to DOTMLPF
 - d. Coordinating with resource sponsors to shape and sustain Navy investments in related IW, SOF/GPF, and NWG missions, capabilities, activities, analytic agenda, and corresponding programs
 - e. Evaluating, addressing, and tracking IW, SOF/GPF, and NWG program wholeness, requirement gaps, and funding shortfalls

5. Other Pertinent Information

5.1.Period of Performance—The base period of performance for this task order is 4 September 2013 - 3 September 2014. The task order also features two (2) options that are each twelve (12) months in length and consecutively follow the base period of performance.

5.2.Place of Performance

The place of performance is primarily located in the Government's facilities at the Pentagon in Arlington, VA. In those exceptional cases when contractor personnel work efforts are performed outside of Government facilities due to events which cause these facilities to be inaccessible, performance of appropriate work efforts will be limited to contractor facilities that comply with all requirements of the task order that comply with applicable security requirements. The contractor shall submit a request to the N3/N5 leadership via the Contracting Officer

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Representative (COR) prior to contractor personnel commencing any work efforts outside of Government facilities.

In accordance with U. S. Navy policy and responsibilities for the implementation of a Navy Continuity of Operations (NAVCOOP) in the event of a pandemic that restricts access to the contractors' Government facilities place of performance to include the Pentagon, the contractor will be notified by N3/N5 Leadership via the COR that normal access has been restricted and to whom such restrictions apply. In that event the contractor shall change the place of performance under applicable level of effort to move to contractor facilities that comply with all requirements of the contract, including facilities that comply with any applicable security requirements of this contract. The change in place of performance shall remain in effect until notice is given by N3/N5 Leadership via the COR that restrictions to Government facilities have been removed.

5.3.Level of Effort (per year):

Labor Categories	Work Location	Hours
Program Manager	Government (GOV'T)	██████
Senior Strategy and Policy Professional	GOV'T	██████
Strategy and Policy Professional	GOV'T	██████
Senior Analytic Professional	GOV'T	██████
Total		██████

5.4.Government Furnished Equipment/Property/Information

- a. The Government provides work spaces to all contractor personnel to include desk, telephone, office supplies, computer equipment, and associated software as specified. The Government also provides access to computer facilities, standard documentation, and incidental consumables necessary for performance of work. Such equipment is considered to be incidental to working on-site in Government facilities.
- b. The contractor shall operate Government-provided computer equipment in accordance with DoN NMCI policy.
- c. The contractor shall attend Government funded computer training for accessing data on the Government's network.
- d. The Government reserves the right to reallocate or redistribute the contractor's Government-provided office space.
- e. The Government will provide a Personal Identification Number for use on all long distance calls in support of the requirements of this contract.

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f. The contractor shall safeguard all Government property in its work area. At the close of each work period, facilities shall be secured by the contractor if the contractor is the last individual in the work area.

5.5. Security Requirements

a. The highest level of security required for this requirement is Top Secret (TS/SCI). See the attached DD 254.

b. All requests by the contractor for non-duty access (outside normal working hours, including federal holidays) shall be coordinated through the Government's designated personnel for access and the COR. If any work hours outside of normal business hours (7:00 AM EST through 6:00 PM EST) are anticipated, the COR and/or Contracting Officer must provide authorization

c. The contractor shall comply with restricted area regulations, rules, instructions, directives, procedures, mandates and other requirements. Certain N3/N5 designated office spaces are "off-limits" or restricted. Contractor personnel shall not enter any "off-limits" or restricted spaces within N3/N5's designated office areas without specific permission.

d. All contractor personnel performing under this contract or any representative of the contractor entering N3/N5 designated office spaces shall abide by all security regulations, rules, instructions, directives, procedures, mandates, and other requirements of the CNO and N3/N5. The contractor shall coordinate with the designated N3/N5 Secretariat representative and COR in order to obtain Government-furnished building passes and Common Access Cards (CAC).

e. The contractor will be entrusted with facility passes, badges and/or the use of access devices for facility access. The contractor shall prohibit the use of Government-issued facility passes, badges and/or access devices throughout the facility by any person other than authorized contractor personnel. The contractor shall not permit entrance to locked areas by any person other than contractor personnel assigned to the activity where the contractor is performing work without written authorization by the Government's designated security personnel. Facility passes, badges, and/or access devices shall only be issued by Government personnel to contractor personnel performing services under this contract. The contractor shall immediately report to the Government's designated security personnel any occurrences of lost passes, badges and/or access devices.

f. Identification of Non-Disclosure Requirements. Certain tasks require the contractor to have access to sensitive DoD financial information and information technology functions during the course of normal duties associated with this task order and shall sign a Non-Disclosure Agreement (NDA) provided by the contracting officer representative prior to commencing work under this task order. Any work involving SCI will require additional NDAs.

6. Travel

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Requirement	Instances	# of Personnel	# of Days	Location
Conference	3	2	4	Norfolk, VA
Wargame	2	3	4	Newport, RI
Wargame	1	3	4	Norfolk, VA
Conference	2	3	3	Monterey, CA
Wargame	2	2	4	Quantico, VA
Conference	1	2	4	Pensacola, FL
Conference	4	2	4	Tampa, FL

Travel is required in the performance of this task order to attend conferences, meetings, briefings, and provide training, or to conduct site surveys, as necessary, to accomplish assigned tasks. All travel shall conform to the current Joint Travel Regulations (JTR). Travel expenses invoiced to the Government shall be in accordance with the JTR; expenditures that exceed the JTR will not be reimbursed by the Government. The contractor shall obtain COR authorization of all travel prior to the travel. Estimated total travel amount for above listed sites is ██████████ per year.

7. Labor Category Descriptions

7.1. Program Manager

Functional Responsibility: Be responsible for the direction, coordination, implementation, execution, control, and completion of deliverables ensuring consistency with company strategy, commitments, and goals. Will ensure all deliverables meet Government requirements and oversee the Quality Control Plan described in section 9.

7.2. Senior Strategy and Policy Professional

Minimum Experience: 15 years of progressive Military and DoD experience to include IW areas [Security Force Assistance, Security Cooperation, Maritime Security, special operations forces, regional engagement, and littoral operations].

Education requirements: Master's degree required in the field of military science, national security, or strategic studies or related fields. The contractor should possess fluency in OSD and Naval terms and organization.

Functional Responsibility: Supports the advancement of Navy doctrine, strategy, and policy to address IW challenges. Provides feedback in support of off-site activities such as planning conferences, working groups and professional development. Provides primary support for development, information papers, and briefing CIC topics and related issues. Coordinates across DoD and DoN for CIC related issues and advocacy support. Responsible for delivery of presentations and senior leader products.

7.3. Strategy and Policy Professional

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Minimum Experience: 15 years of progressive Military and DoD experience to include IW areas [Security Force Assistance, Security Cooperation, Maritime Security, special operations forces, regional engagement, and littoral operations].

Education requirements: Master's degree preferred/Bachelor's required in the field of military science, national security, strategic studies, or related fields. The contractor should possess fluency in OSD and Naval terms and organization.

Functional Responsibility: Supports the advancement of Navy doctrine, strategy, and policy to address IW challenges. Provides feedback in support of off-site activities such as planning conferences, working groups and professional development. Provides primary support for development, information papers, and briefing CIC topics and related issues. Coordinates across DoD and DoN for CIC related issues and advocacy support. Responsible for delivery of presentations and senior leader products.

7.4.Senior Analytic Professional

Minimum Experience: 15 years of progressive experience in analytic support and DoD program analysis activities. Experience in PPBE of IW areas including: Security Force Assistance, Intelligence, Surveillance, Reconnaissance and Security Cooperation, and Maritime Security is highly desired. General experience in the OSD/Navy programmatic process is required.

Education requirements: Master's degree preferred, minimum requirement of a Bachelor's degree in the field of military science, business, public administration/budget analysis, or related fields. The contractor should possess fluency OSD and Naval terms and organization.

Functional Responsibility: Assesses Navy doctrine, strategy, and policy to address IW challenges. Provides feedback in support of off-site activities such as planning conferences, working groups, and professional development. Provides primary support for analysis and briefing development on CIC topics and related issues. Coordinates across DoD and DoN for CIC related issues and advocacy support in the PPBE and POM process. Responsible for delivery of presentations and senior leader products.

8. List of Deliverables

8.1.The production of deliverable materials in a timely manner, and in accordance with all requirements, will be a factor in measuring the contractor's success. Deliverables for all work are described within this task order.

8.2.General Deliverables:

- a. An initial kick-off meeting to be convened within the first 30 days after award
- b. All deliverables shall include a project management plan, interim (draft), and final report for review and acceptance
- c. The Government retains unlimited rights to all data and processes developed for all deliverables. The contractor shall not provide or reference proprietary data to Non-DoD

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organizations without written permission from the COR

d. A monthly progress report shall be provided that identifies funding, current and cumulative expenditures in labor hours and dollars, percentage of funds remaining, a task list (date started, progress, finish date, completed), and anticipated future expenditures unless the deliverable matrix requests additional information

e. Deliverables shall also be provided as virus-free, Microsoft Office 2003 compatible CD ROMs or in future website portal structure

f. The contractor shall obtain approval from the COR before releasing any information outside of the DoD that has been stored, generated, or archived relating to this contract

8.3. Specific task deliverables:

Task 4.1 IW

Task	Item (Up to Top Secret)	Frequency	Level of Inspection	Recipient
4.1.a	Senior leader IW, SOF/GPF update on strategy and policy	Annual	N3/N5 100%	COR & TA
4.1.a	Joint and service doctrine IW, SOF/GPF reviews	Quarterly	N3/N5 100%	COR & TA
4.1.a	IW Joint Operating Concept (JOC) 2.0 Navy IW, SOF/GPF review	Annual	N3/N5 100%	COR & TA
4.1.b	Navy Mission Essential Tasks (NMET) inputs for IW, and SOF/GPF.	Semi-Annual	N3/N5 100%	COR & TA
4.1.e	Prepare outreach to academic institutions (i.e. Naval War College)	Annual	N3/N5 100%	COR & TA
4.1.f	Reports on IW, SOF/GPF equities for: Quadrennial Defense Reviews (QDR), Guidance for Employment of the Force (GEF), Maritime Strategy, USSOCOM IW COI, USSOCOM Security Force Assistance (SFA) COI	Quarterly	N3/N5 100%	COR & TA
4.1.g	AARs on attended N3/N5 directed conferences, wargaming, and table top events	As Required by attendance	N3/N5 100%	COR & TA

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4.1.h	Analysis and recommendations for training and evaluation opportunities relating to IW and GPF/SOF integration	Quarterly	N3/N5 100%	COR & TA
4.1.i	Status reports on various other OSD/Joint Taskers related to CIC, and on CIMS, and TV5	Monthly	N3/N5 100%	COR & TA

Task 4.2 NWG

Task	Item (Up to Top Secret)	Frequency	Level of Inspection	Recipient
4.2.a	Senior leader NWG update on strategy and policy	Annual	N3/N5 100%	COR & TA
4.2.b	Joint and service doctrine NWG inputs	Quarterly	N3/N5 100%	COR & TA
4.2.c	Navy Mission Essential Tasks (NMET) inputs for NWG	Semi-Annual	N3/N5 100%	COR & TA
4.2.d	Reports on NWG equities for: Quadrennial Defense Reviews (QDR), Guidance for Employment of the Force (GEF), and Maritime Strategy.	Quarterly	N3/N5 100%	COR & TA
4.2.f	Naval Board products	Quarterly	N3/N5 100%	COR & TA
4.2.f	Navy – Marine Corps Strategy, Operational Concepts, Policy	Quarterly	N3/N5 100%	COR & TA
4.2.g	Wargaming support report	Monthly	N3/N5 100%	COR & TA

Task 4.3 IW

Task	Item (Up to Top Secret)	Frequency	Level of Inspection	Recipient
4.3.a	IW, SOF/GPF, and NWG related POM interest, Front End Assessment (FEA), Planning Orders (PLANORD), Fragmentary Orders (FRAGORD), Navy Strategic Plan (NSP) and Sponsor Program Proposal (SPP)	Quarterly	N3/N5 100%	COR & TA

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4.3.b	IW, SOF/GPF, and NWG strategic memo and POM guidance	Semi-Annual	N3/N5 100%	COR & TA
4.3.c	Report on joint/service programs relevant for validated capability gaps and DOTMPLF implications	Quarterly	N3/N5 100%	COR & TA
4.3.d	Coordinate and update CNA's annual plan input	Annual	N3/N5 100%	COR & TA
4.3.d	Provide input to N81's analytic agenda	Annual	N3/N5 100%	COR & TA
4.3.e	Report on IW, SOF/GPF, and NWG program wholeness, research, analysis and prepare reports on gap analysis	Semi-Annual	N3/N5 100%	COR & TA

8.4. The Government provides the contractor with guidelines and has final approval authority for products/services developed for all levels of support. This includes the following broad areas:

- a. Branch Policy Support—The contractor shall provide administrative support to OPNAV N3/N5 leaders and N3/N5 Government personnel in centralized coordination of document drafting. Additionally, the contractor shall monitor and report status of IT related security policy actions.
- b. Strategy Development—The contractor shall assist in drafting updates to existing N3/N5 strategic documents and provide implementation support; the contractor shall assist in the creation and implementation of a Navy IW strategic planning document, which is aligned with Navy strategic documents (i.e. NSP, CS21, and Navy's Vision for CIC). Support shall include assistance in drafting strategic documents, N3/N5 stakeholder engagement facilitation, external outreach and event management, speech and presentation development, media relations and the monitoring, development, and ongoing management of N3/N5 related web sites. The contractor shall map the alignment of N3/N5 portfolio assessment and programming with established OPNAV priorities to identify gaps, overlaps, and return on investment to Government personnel.
- c. N3/N5 Program Support—The contractor shall provide a broad range of programmatic support to N3/N5 Government personnel to include: capital planning, database management, technical analysis, assessment, and assistance in policy formulation. The contractor shall be able to prepare briefs, draft information papers, and attend meetings that assist N3/N5 Government personnel in identifying, assessing, prioritizing, validating and adjudicating directorate equities, capabilities, and requirements.
- d. Legislative Support—The contractor shall assist N3/N5 with Congressional Liaison support,

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to include the drafting of briefing materials, scheduling, and supporting liaisons with OLA, OSD, Naval Network Warfare Command (NETWARCOM), the Joint Staff and Congressional staffers.

e. PPBE Support—The contractor shall support Government personnel in oversight, resource allocation, conducting program analysis and hosting meetings associated with PPBE requirement generation processes. The functions shall include analysis in support of requirements validation and development of the POM and PR submissions. The contractor shall support Government personnel in coordination with Navy, other services, agencies, Joint Staff, SECNAV, OSD and allies on interoperability issues. The contractor shall recommend program enhancement. The contractor shall support the Government administratively and qualitatively prepare and compile information as it relates to and in support of programs under the resource sponsorship of N3/N5.

f. Portfolio Management—The contractor shall support the N3/N5 portfolio management process, including the integration of the information with the existing PPBE system.

g. Program Management—The contractor shall provide for efficient management of tasks including task execution, generation of deliverables, quality assurance, timely progress reporting, financial status reporting, program reviews, problem resolution, conduct of required meetings, and other activities related to program management and IT support. The contractor shall provide the centralized administrative, clerical, documentation, and related functions.

9. Quality Control

Within 30 days of receipt of the award of this task order, the contractor shall submit a Quality Control Plan (QCP) to the COR for review. The COR has been designated as the Government Quality Assurance Evaluator (QAE). The QCP shall identify the procedures that the contractor will implement to ensure the successful completion of tasks identified herein. The COR will provide all pertinent comments and/or questions within 10 days of receipt of the contractor's QCP. Within 30 days of receipt of the COR's comments, the contractor shall provide a finalized QCP to the COR. The contractor shall implement and modify as necessary, the procedures specified within the QCP to ensure the provision of services will result in the desired outcomes and produce the performance of work consistent to the required standards. At a minimum, the contractor's QCP shall address:

9.1. Procedures to be implemented to ensure successful completion of tasks identified

9.2. Procedures to be implemented to ensure that deliverables, meeting the contractual requirements, are provided in a timely manner

9.3. Procedures to be implemented to ensure that tasks are completed in a cost efficient manner

9.4. Procedures to be implemented to ensure that the contractor's workforce level of effort and labor mix is effectively managed to ensure that tasks are completed in an efficient and effective manner

9.5. Procedures to be implemented to ensure the accurate tracking of labor hours expended in the correction or revision of work that has not met contractual requirements

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10. Performance Standards

Deliverable schedules shall be in accordance with deliverable matrix contained herein. The performance metrics focus on desired outcomes and not interim process steps. Using an outcome focus ensures that the contractor has the flexibility to continuously improve and innovate over the course of the task order as long as the critical outcomes expected are continually achieved and the cost to achieve those improvements is approved by Government personnel.

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality Control Plan	QC activities, inspections, and corrective actions completed as required by the plan.	Inspection by the COR	Quarterly for overall QC activities; As Required for corrective actions.	100% Compliance with the contractor plan.
Task order Deliverables	Task order deliverables furnished as prescribed in the PWS tables.	Inspection by the COR	100% inspection of all task order deliverables.	>95% of deliverables submitted timely and without rework required.
Overall Task order Performance	Overall task order performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per task order	Review & acceptance of the invoice	Monthly	100% accuracy

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procedures are
timely and
accurate.

The following is a representative list of metrics that may be required in the overall performance of this task order:

10.1. Performance - The COR will measure the contractor's performance by assessing the quality of the services delivered by the contractor. Examples of services delivered include analyses, studies, and reports provided in accordance with section 8.3. The quality standards are defined as follows:

- Successful services are defined as those that conform to the task description provided with minimal rework required of the contractor by the Government.
- Unsuccessful services are defined as those that do not conform with the task descriptions, thereby requiring significant rework by the contractor at the direction of the Government

10.2. Schedule - The COR will determine whether the contractor has met the schedule through the use of due dates for receipt of deliverables and accomplishment of milestones set forth in section 8.3. The quality standards are defined as follows:

- Successful delivery is defined as delivery of the requirements and accomplishment of the task milestones at least 95% of the time.
- Unsuccessful delivery is defined as delivery of the requirements and accomplishment of the task milestones less than 95% of the time.

10.3. Cost - The COR will review monthly cost vouchers, for each task, in order to monitor the contractor's expenditures in comparison to the contractor's proposed budget, submitted under the CDRL requirement, throughout the task performance. The quality standards are defined as follows:

- Successful cost control is defined as performance of the task within the funding allotted for the task.
- Unsuccessful cost control is defined as exceeding the funding allotted for the task.

10.4. Business Relations - The COR will assess the integration and coordination of all activity needed to execute the contract, such as timeliness, completeness and quality of problem identification and corrective action plans; the contractor's history of reasonable and cooperative behavior, including timely identification of issues in controversy; customer satisfaction; timely award and management of subcontracts and assessment of whether the contractor is meeting subcontracting goals. The quality standards are defined as follows:

- Successful business relations are defined as timely, thorough and the quality of problem identification and corrective action plans; history of reasonable and cooperative behavior, including timely identification of issues in controversy; customer satisfaction; timely award and

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management of subcontracts and meeting subcontracting goals.

- Unsuccessful business relations are defined as untimely, incomplete and/or low quality of problem identification and corrective action plans; history of unreasonable and/or uncooperative behavior, including untimely identification of issues in controversy; low customer satisfaction; untimely award and/or poor management of subcontracts and/or failure to meet subcontracting goals.

11. Acronyms

AAR	After Action Report
AD	Active Duty (Uniformed DoD Personnel)
CAC	Common Access Card
CAT	Crisis Action Team
CCDR	Combatant Commander
CDFM	Certified Defense Financial Manager
CDRL	Contract Data Requirement List
CEB	CNO Executive Board
CIC	Confronting Irregular Challenges
CIMS	Congressional Information Management System
CIVPERS	Civilian Personnel
CNA	Center for Naval Analyses
CNO	Chief of Naval Operations
COI	Community of Interest
CONPLAN	Concept of Operation Plan
COR	Contracting Officer Representative

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CS21	21 st Century Seapower
DNS	Director Navy Staff
DoD	Department of Defense
DoN	Department of the Navy
DOTMPLF	Doctrine, Organization, Training, Materials, Personnel, Leadership, Facilities
DTA	Data Transfer Agent
DTS	Defense Travel System
FEA	Front End Assessment
FOIA	Freedom of Information Act
FRAGORD	Fragmentary Order
FSA	Fleet Support Activity
GCCS	Global Command Control System
GEF	Guidance for Employment of the Force
GFM	Global Force Management
GOVCC	Government Credit Card
GPF	General Purpose Forces
IA	Information Assurance
IM/IT	Information Management/Information Technology
IPL	Integrated Priority List
IPT	Initial Planning Team

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IW	Irregular Warfare
JOC	Joint Operating Concept
JUONS	Joint Urgent Operational Needs Statement
JS	Joint Staff
JTR	Joint Travel Regulations
KM	Knowledge Management
MDR	Mandatory Declassification Review
MILCON	Military Construction
N3/N5	Director Operations, Plans, and Strategy
N51	Director Navy Strategy and Policy
N3/N5B	Deputy Director Navy Operations, Plans, and Strategy
N3/N5S	Director Operations, Plans, and Strategy Secretariat
NAVCOOP	Navy Continuity of Operations
NDA	Non-Disclosure Agreement
NETWARCOM	Naval Network Warfare Command
NIPR	Non-Secure Internet Protocol Router
NIWO	Navy Information Warfare Office
NMCI	Navy/Marine Corps Intranet
NMET	Navy Mission Essential Task
NSA	National Security Agency

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NSP	Navy Strategic Plan
NSWC	Navy Service Watch Cell
NWDC	Navy Warfare Development Command
NWG	Naval Warfare Group
OFSC	Overseas Force Structure Change
OLA	Office of Legislative Affairs
ONI	Office of Naval Intelligence
OPLAN	Operational Plan
OPNAV	Deputy Chief of Naval Operations
OPTAR	Operating Target
OSD	Office of the Secretary of Defense
PAO	Public Affairs Office
PLANORD	Planning Order
PM	Program Manager
POM	Program Objective Memorandum
PPBE	Planning, Programming, Budgeting and Execution
PR	Program Review
PWS	Performance Work Statement
QCP	Quality Control Plan
QAE	Quality Assurance Evaluator

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QDR	Quadrennial Defense Review
RMR	Removal Material Representative
SECNAV	Secretary of the Navy
SFA	Security Force Assistance
SIPR	Secure Internet Protocol Router
SOF/GFP	Special Operations Force/General Purpose Force
SPP	Sponsor Program Proposal
TA	Technical Assistant
TCP	Theater Campaign Plan
TS/SCI	Top Secret/Sensitive Compartmented Information
TV5	Taskers Version 5
UONS	Urgent Operational Needs Statement
USCG	United States Coast Guard
USSOCOM	United States Special Operations Command
VTC	Video Teleconference

12. Points of Contact

COR

CDR Steven Battle

2000 Navy Pentagon RM 1D721

Washington, DC 20350

Office: (703) 692-9085

steven.battle@navy.mil

Technical Assistants

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Task 4.1, 4.2, and 4.3

CDR Bruce Defibaugh

Office: (703) 695-6533

Bruce.Defibaugh@Navy.mil

Contracting Office POC

NAVSUP Fleet Logistics Center Contract Negotiator

Mr. Stephen Ciliberto

Office: (215) 697-9606

Fax: (215) 697-9742

Stephen.Ciliberto@Navy.mil

NMCARS 5237.102

“The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Navy via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.”

CLAUSES AND PROVISIONS

REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by

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the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(End of Provision)

EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring

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access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLIC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure

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that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES AND PROVISIONS

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by OPNAV N3/N5_.

(End of Provision)

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4001	9/4/2013 - 9/3/2014
4002	9/4/2013 - 9/3/2014
6001	9/4/2013 - 9/3/2014

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4001	9/4/2013 - 9/3/2014
4002	9/4/2013 - 9/3/2014
6001	9/4/2013 - 9/3/2014

The periods of performance for the following Option Items are as follows:

7001	9/4/2014 - 9/3/2015
7002	9/4/2014 - 9/3/2015
7003	9/4/2015 - 9/3/2016
7004	9/4/2015 - 9/3/2016
9001	9/4/2014 - 9/3/2015
9002	9/4/2015 - 9/3/2016

Services to be performed hereunder will be provided at 2000 Navy Pentagon Washington, DC 20350

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES AND PROVISIONS

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security required under this contract is _ SECRET/SENSITIVE COMPARTMENTED INFORMATION (TS/SCI_ as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, Capital Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is:

Kathleen Lockhart
FLC Norfolk, Contracting Dept., Philadelphia Office
700 Robbins Ave., Bldg. 2B
Philadelphia, PA. 19111-5083
(215) 697-4706

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and

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receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).
COST VOUCHER

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.
N47039

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2404A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N47039
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA391
Other DoDAAC(s)	N/A

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

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

wallace.schlauder@navy.mil
steven.battle@navy.mil

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

N/A

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

(End of clause)

252.204-0007 Contract-wide: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

Accounting Data

SLINID	PR Number	Amount
4001	N4703913RCD7102	[REDACTED]
LLA :		
AA 1731804 11C0 252 47039 0 068892 2D CD7102 470393N35WAQ		
6001	N4703913RCD7102	[REDACTED]
LLA :		
AA 1731804 11C0 252 47039 0 068892 2D CD7102 470393N35WAQ		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CLAUSES AND PROVISIONS

COST LIMITATION CEILINGS ON INDIRECT RATES

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

CDR Steven Battle OPNAV N311
NAME CODE

steven.battle@navy.mil
E-MAIL ADDRESS

(703) 692-9085
TELEPHONE NUMBER

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

n/a
NAME CODE

MAIL ADDRESS

TELEPHONE NUMBER

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

NOTIFICATION OF A POSSIBLE CONFLICT OF INTEREST

As per FAR Subpart 9.505, the two underlying principles regarding a conflict of interest are:

- (a) Preventing the existence of conflicting roles that might bias a contractor's judgment; and
- (b) Preventing unfair competitive advantage. In addition to the other situations described in this subpart, an unfair competitive

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advantage exists where a contractor competing for award of any Federal contract possesses --

- (1) Proprietary information that was obtained from a Government official without proper authorization; or
- (2) Source selection information (as defined in 2.101) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.

The general rule found in FAR 9.505-2 best describes the possible conflict of interest in this specific requirement. FAR 9.505-2 (b) prescribes the limitations on contracting as the means of avoiding, neutralizing, or mitigating organizational conflicts of interest that might otherwise exist in the stated situations:

9.505-2(b)

- 1) If a contractor prepares, or assists in preparing, a work statement to be used in competitively acquiring a system or services -- or provides material leading directly, predictably, and without delay to such a work statement -- that contractor may not supply the services unless --
 - (i) It is the sole source;
 - (ii) It has participated in the development and design work; or
 - (iii) More than one contractor has been involved in preparing the work statement.

2) Agencies should normally prepare their own work statements. When contractor assistance is necessary, the contractor might often be in a position to favor its own products or capabilities. To overcome the possibility of bias, contractors are prohibited from supplying a system or services acquired on the basis of work statements growing out of their services, unless excepted in subparagraph (b)(1) of this section.

- 3) For the reasons given in 9.505-2(a)(3), no prohibitions are imposed on development and design contractors.

The offeror is hereby provided the opportunity to respond to this notification by addressing in its proposal how it intends to avoid, neutralize or mitigate this possible conflict of interest. If a conflict of interest is determined to exist that cannot be avoided or mitigated the contracting officer may withhold award.

SUP 5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

SUP 5252.203-9402 USE OF INFORMATION/TECHNICAL DATA (DEC 2009)

In the performance of this contract, the Contractor will be required to utilize and/or have access to significant amounts of information related to military and homeland security operations and programs. Any information obtained by the Contractor or personnel working for the Contractor from any DoD/Government/private source in the performance of this contract shall be used only for the purposes of the performance of this contract. The Contractor and personnel working for the Contractor shall not use, release, sell, or reveal any information obtained in the performance of this contract to any person or entity not authorized herein. The Contractor shall ensure that its personnel comply with these requirements.

NON-DISCLOSURE AND NON-USE OF INFORMATION AND/OR DATA

- (a) Sensitive and/or Proprietary Information and/or Data

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In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and/or data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements (including, but not limited to source selection information), pre-deliberative information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third party information including but not limited to the research, development, products, trade secrets, and know-how of other contractors. All such information and/or data shall be deemed to be "sensitive and/or proprietary," whether or not designated or marked.

(b) PPBE Documents and Data

Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors who obtain, receive, or learn of PPBE documents and data in the course of performance of this contract shall restrict its access to the minimum number of contractor personnel or subcontractors necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non-Government procurements shall be provided access to PPBE documents or data. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or gains knowledge of such information and/or data as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Information and/or Data" provision.

(c) Non-Disclosure of Information and/or data

The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such sensitive and/or proprietary information and/or data is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such information and/or data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such sensitive and/or proprietary information and/or data except as specifically permitted herein.

(d) Non-Use of Information and/or Data

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such information and/or data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such information and/or data except as specifically permitted herein. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need-to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing, and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

(e) Non-Disclosure/Non-Use Agreements

- (1) Before any of the Contractor's personnel or the personnel of any tier subcontractor becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

- (A) He/she shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned by him/her as a result of performance of this contract only to contractor personnel directly performing under this contract and to United States

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Department of Defense personnel to whom disclosure of such data is required in performance of this contract.

(B) He/she shall not disclose sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.

(C) He/she shall use sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(D) He/she shall not use or consider sensitive and/or proprietary information and/or data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

(2) Any access by contractor personnel or the personnel of any tier subcontractor to the Navy's Program Budget Information System (PBIS) requires specific authorization. Such access will only be provided when necessary for performance of the contract's requirements. A separate "PBIS Data Access Certificate of Nondisclosure" must be signed and provided to the designated PBIS administrator before such access will be authorized.

(3) In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn sensitive and/or proprietary information and/or data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the sensitive and/or proprietary information and/or data provided by the entity.

(f) Requirement to Disclose Sensitive and/or Proprietary Information and/or data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such information and/or data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of information and/or data.

(g) Exception

This "Non-Disclosure and Non-Use of Information and/or Data" provision does not apply to information and/or data that (i) Contractor knew before the Navy disclosed it; (ii) has become publicly known through no wrongful act of Contractor; or (iii) the Contractor developed independently, as evidenced by appropriate documentation. The Contractor shall be responsible for ensuring that all contractor personnel who obtain such data/information understand and abide by the terms of this provision.

(h) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Information and/or Data" provision is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the "Non-Disclosure and Non-Use of Information and/or Data" provision may also adversely affect the Contractor's past performance rating for consideration under future acquisitions.

(i) Non-disclosure/Non-Use Agreements

The Contractor shall maintain all non-disclosure and non-use of data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer or the Contracting Officer's designated representative.

(j) Disposal of Documents

Upon completion of the tasks assigned or termination of the contract, or upon demand, whichever is earliest, the contractor shall return any and all documents containing sensitive and/or proprietary information and/or data (including any copies or reproductions thereof) in its possession or control.

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SECTION I CONTRACT CLAUSES

NOTE: ALL CLAUSES IN SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER (UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER) PLUS THE FOLLOWING:

CLAUSES INCORPORATED BY REFERENCE

52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT	APR-10
52.204-9	PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL	JAN-11
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS	FEB-12
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	JUL-13
52.209-9	UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS	FEB-12
52.219-27	NOTICE OF SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE	NOV-11
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION	APR-12
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB-09
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION	MAY-11
52.223-10	WASTE REDUCTION PROGRAM	MAY-11
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING	AUG-11
52.227-14	RIGHTS IN DATA--GENERAL	DEC-07
52.232-25 ALT I	PROMPT PAYMENT (OCT 2008) ALTERNATE I	FEB-02
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT-04
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR-84
252.203-7000	REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS	SEP-11
252.203-7003	AGENCY OFFICE OF THE INSPECTOR GENERAL	APR-12
252.204-7006	BILLING INSTRUCTIONS	OCT-05
252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC-91

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252.222-7006	RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS	DEC-10
252.223-7006	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR-12
252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC-91
252.232-7010	LEVIES ON CONTRACT PAYMENTS	DEC-06

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time prior to the end of the performance period; provided that the the Government gives the Contractor a preliminary written notice of its intent to extend at any time before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR Clauses <http://acquisition.gov/comp/far/>

DFAR Clauses <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

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SECTION J LIST OF ATTACHMENTS

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