

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-05-D-4269	2. DELIVERY ORDER NO. EX02	3. EFFECTIVE DATE 2013 Sep 13	4. PURCH REQUEST NO. OPNAV20130635	5. PRIORITY Unrated
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6. ISSUED BY NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083	CODE N00189	7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)
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9. CONTRACTOR Cydecor 525 North Tryon Street, Suite 1700 Charlotte NC 28202-0203	CODE 3HBG4	FACILITY	10. DELIVER TO FOB POINT BY (Date) Sec Schedule	11. X IF BUSINESS IS <input checked="" type="checkbox"/> SMALL
			12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW	<input checked="" type="checkbox"/> SMALL DISADVANTAGED
			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G	

14. SHIP TO Sec Section D	CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 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 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)
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/Kathleen Lockhart	25. TOTAL 	26. DIFFERENCES
		09/13/2013 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
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36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.	a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	PARTIAL	35. BILL OF LADING NO.
			FULL	

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R499	Services IAW the PWS - Base (O&MN,N)	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
400001	R499	ASB Incremental Funding (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R499	ODCs (Travel) Not To Exceed (NTE) - Base (O&MN,N)	1.0	LO	[REDACTED]

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R499	Services IAW the PWS - Opt 1 (O&MN,N) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]
7001	R499	Services IAW the PWS - Opt 2 (O&MN,N) Option	1.0	LO	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	ODCs (Travel) Not To Exceed (NTE) - Opt 1 (O&MN,N) Option	1.0	LO	[REDACTED]
9001	R499	ODCs (Travel) Not To Exceed (NTE) - Opt 2 (O&MN,N) Option	1.0	LO	[REDACTED]

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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 performance to 12 months thereafter is based upon 8,640 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 17,280 estimated manhours of direct labor, for a total level of effort of 25,920 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 Categories	Base Period Hrs	Opt 1 Hrs	Opt 2 Hrs
Program Manager	██████	██████	██████
Senior Analytical Professional	██████	██████	██████
Total	██████	██████	██████

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

(d) The number of manhours expended per month shall be commensurate with the effort order 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 an 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 th 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)

The fixed fee for work performed under this contract is \$ * provided that approximately ██████ hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than ██████ 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.

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	*	**
Base	██████████	██████████
Opt 1	██████████	██████████
Opt 2	██████████	██████████

IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) Definitions.

As used in this provision-

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ($\20×40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

IDENTIFICATION OF RATIOS (OCT 1992)

(a) If an offeror decides to include Uncompensated Overtime in their proposal, he shall complete the table which appears below. The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and additional personnel) approved to work within a particular labor category for the duration of the contract period.

(b) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.

(c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort.

Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

INFORMATION TO BE COMPLETED BY OFFEROR

Labor Category *Base Hourly/Week Hours Proposed/Week **Ratio ***Proposed Rate

Adjusted for

Uncompensated

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Overtime

*Base Hourly Rate - that is unadjusted for the effect of uncompensated overtime.

**Ratio - the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio)

***Proposed Rate Adjusted for Uncompensated Overtime = Base Hourly Rate X Ratio (e.g., \$10.00 x 80% = \$8.00)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance-Based Work Statement for Air Sea Battle Support and N3/N5 Office Support

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. This support is for the Air Sea Battle Office. The 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 which 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.

To meet the national security challenges posed by emerging adversaries' anti-access/area denial (A2/AD) capabilities, the services must develop force capabilities to conduct integrated cross-domain (air, maritime, space, cyberspace and land) combat operations. The ASB portion of this contract directly supports the ASB Working Group to develop Doctrine, Organization, Training, Material, Leadership, Personnel and Facility (DOTMLPF) solutions for maritime mission areas in support of the ASB Office.

3. Scope

OPNAV N3/N5 requires the contractor to provide strategy, policy, analytical, programmatic, technical, research, and organizational support services of short and long term duration that require unique skills and experience in ASB concepts, implementation, and assessment. The ASB Working Group develops and refines initiatives in the maritime mission area to ensure effects

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chains risk is addressed, to conduct assessment, and to develop recommendations for senior leadership while recognizing the Title 10 responsibilities of each service. These recommendations influence the service's established force and capability development process to achieve coordinated service ASB capabilities.

The services required under this task order include:

- Facilitate the development of ASB concepts, methodology and implementation for the Assistant Deputy for Operations, Plans, and Strategy (N3/N5B). This includes the development of an analytical framework to assess implementation effectiveness and concept wholeness through a traceable, repeatable methodology, and methods to display the results of this analysis

4. Tasks

OPNAV General and Administrative Support:

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.

- 4.1. Provide program management support to the ASB Office by supporting the execution of the ASB concept and methodology. This includes the development of an analytical framework to assess ASB implementation effectiveness and concept wholeness through a traceable, repeatable methodology. The contractor shall provide administrative support to OPNAV N3/N5 leaders, ASB office 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. The contractor shall provide a broad range of programmatic support to ASB Government personnel to include: capital planning, database management, technical analysis, assessment and assistance in policy formulation. In general, the contractor shall be able to prepare briefs, draft information papers, and attend meetings that aid ASB Government personnel in identifying, assessing, prioritizing, validating and adjudicating directorate equities, capabilities and requirements. The contractor shall display the results of this analysis by:
 - a. Advise, assess, analyze, develop, manage, plan and track the development of the ASB implementation master plan including annexes. The contractor shall facilitate the drafting updates to existing ASB strategic documents and provide implementation support; the contractor shall collaborate in the creation and implementation of an ASB strategic planning document, which is aligned with Navy strategic documents (i.e. NSP, CS21, and Navy's Vision for CIC)
 - b. Advise, plan and track ASB initiatives in experimentation, wargaming, and exercises. Provide feedback in support of offsite activities such as, but not limited to, planning conferences, and working groups
 - c. Advise and formulate the specific definitions, goals and objectives of ASB assessments to

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- include developing data requirements, collection processes, taxonomy, knowledge management, reports, and analyses. Responsible for delivery of presentations and senior leader products
- d. Conduct periodic and episodic health and risk assessments
 - e. Plan and coordinate strategic communication engagements to advance the concept, implementation, operationalization and other ASB Service goals. Support shall include drafting strategic documents, ASB stakeholder engagement facilitation, external outreach and event management, speech and presentation development, media relations and the monitoring, development and ongoing management of ASB related web sites. The contractor shall map the alignment of ASB portfolio assessment and programming with established OPNAV priorities to identify gaps, overlaps, and return on investment to Government personnel.
 - f. Support Government personnel by providing analytical and briefing support in advocating for and informing Service programmers of the programs with ASB equities required to counter Anti-Access/Area Denial (A2/AD) environments to include both programmatic and media interest
 - g. The contractor shall collaborate with ASB regarding Congressional Liaison support to draft briefing materials, schedules, and liaison support with OLA, OSD, Naval Network Warfare Command (NETWARCOM), the Joint Staff and Congressional staffers
 - h. The contractor shall support the ASB portfolio management process to include the integration of the information with the existing PPBE system including but not limited to the identification of the information required to evaluate the fiscal, technical, capability, gaps/redundancies and business efficiencies required to support Information Management/Information Technology (IM/IT) portfolio management. Support ASB programmatic collaboration and the Service POM build process

5. Other Pertinent Information

5.1. Period of Performance—The base period of performance for this requirement is 20 September 2013 - 19 September 2014. The task order also features two (2) twelve month options that will consecutively follow the base period of performance.

5.2. Place of Performance

The primary place of performance is the Government's facilities located 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 contract, including but not limited to facilities that comply with applicable security requirements. This work must be UNCLASSIFIED to occur at any location other than the Government site. The contractor shall submit a request to the N3/N5 leadership via the Contracting Officer 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

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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 notify their personnel of the change and direct the personnel the place of performance under applicable level of effort to move to perform the effort at the 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

Labor Categories	Base Period Hrs
Program Manager	[REDACTED]
Senior Analytical Professional	[REDACTED]
Total	[REDACTED]

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 onsite 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.
- 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

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- 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 ensure that their personnel 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 task order, 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 task order 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 personnel to have access to sensitive DoD financial information and information technology functions during the course of normal duties associated with this task order. The contractor shall ensure that all personnel assigned to this task comply with the Non-disclosure Agreement that is part of this order (See Section H of this document) prior to commencing work under this task order. Any work involving SCI will require additional NDAs.

6. Travel

Requirement	Instances	# of Personnel	# of Days	Location
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Requirement	Instances	# of Personnel	# of Days	Location
Conference	3	1	3	Newport, RI
Symposium	2	2	4	Newport, RI
Wargame	4	2	6	Newport, RI
Site Visits	6	1	1	Sabillasville, MD

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 [REDACTED]

7. Labor Category Descriptions

7.1 Senior Analytic Professional

Minimum Experience: 10 years of progressive experience in analytic, program support and DoD program analysis activities. At a minimum: (1) person with experience in PPBE, (1) with experience in Program management (Project Management Professional (PMP) desired), (1) with experience in Operations Analysis (OA), and (1) with 3 years' experience in direct support of either the Navy, OSD or the Joint Staff. Top Secret/Sensitive Compartmented Information (TS/SCI) clearance is required. TS/SCI eligible candidate (with a TS based on an SSBI) is acceptable for the Senior Analytic Professional positions, provided the individual is able to access SCI information within three months of the start date of the task order. If the individual fails to have the required level of clearance within the three month period, the Government reserves the right to request a replacement.

Education requirements: Bachelor's degree required, Master's degree preferred in the field of military strategy, operations analysis, communications, marketing, business or public administration, or related fields. Top Secret/Sensitive Compartmented Information (TS/SCI) clearance is required.

8. List of Deliverables

8.1. The production of deliverable materials in a timely manner and in accordance with all requirements will be a determining factor of the measure of success. Deliverables for all work is described within this contract.

8.2. General Deliverables:

- a. An initial kick-off meeting to be convened within the first 30 days after award

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- 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 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 2007 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 ASB

Task	Item (Up to Top Secret)	Frequency	Level of Inspection	Recipient
4.1.a	Progress report ASB Implementation Plan and related activities	Quarterly	N3/N5 100%	COR & TA
4.1.b	AAR report on ASB experimentation, wargaming and exercises	w/in 5 working days of trip return	N3/N5 100%	COR & TA
4.1.c-g	Report on ASB assessment Media assessment reports on ASB and A2/AD related events; as well as all ASB strategic communications engagements	Monthly	N3/N5 100%	COR & TA
4.1.h	Report on ASB programmatic collaboration and service POM build	30 Nov13	N3/N5 100%	COR & TA

9. Quality Control

Within 30 days of receipt of the award of this contract, 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

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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

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	Within 30 days of Contract Award, or when required for corrective actions.	100% Compliance with the contractor plan.
Task order Deliverables	Task order deliverables furnished as prescribed in the PWS table of deliverables.	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	Assessment by the COR	Annual	All performance elements

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	sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance			rated Satisfactory (or higher)
Invoicing	Monthly invoices per task order procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

The following is a representative but not all-inclusive list of metrics that may be required in the performance of individual tasks:

10.1. Performance - The COR will measure the contractor's performance as they assess the quality of the services delivered by the contractor. Examples of services delivered include, but are not limited to, analyses, studies, and reports provided in accordance with the PWS table of deliverables. 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 the PWS table of deliverables. The quality standards are defined as follows:

- Successful delivery is defined as delivery of the PWS table of deliverables and accomplishment of the task milestones at least 95% of the time.
- Unsuccessful delivery is defined as delivery of the PWS table of deliverables 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 which was submitted under the PWS table of deliverables requirement throughout the task performance. The quality standards are defined as follows:

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- 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 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

A2/AD	Anti Access/Area Denial
AAR	After Action Report
AD	Active Duty (Uniformed DoD Personnel)
ASB	Air Sea Battle
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

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CIVPERS	Civilian Personnel
CNO	Chief of Naval Operations
COI	Community of Interest
CONPLAN	Concept of Operation Plan
COR	Contracting Officer Representative
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
DTS	Defense Travel System
FEA	Front End Assessment
FSA	Fleet Support Activity
GCCS	Global Command Control System
GOVCC	Government Credit Card
IA	Information Assurance
IM/IT	Information Management/Information Technology
JS	Joint Staff
JTR	Joint Travel Regulations
KM	Knowledge Management
MAC	Multiple Award Contract
MDR	Mandatory Declassification Review
N3/N5	Director Operations, Plans, and Strategy
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

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NIPR	Non-Secure Internet Protocol Router
NMCI	Navy/Marine Corps Intranet
NMET	Navy Mission Essential Task
NSP	Navy Strategic Plan
NSWC	Navy Service Watch Cell
OLA	Office of Legislative Affairs
OPNAV	Deputy Chief of Naval Operations
OPTAR	Operating Target
OSD	Office of the Secretary of Defense
PAO	Public Affairs Office
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
QDR	Quadrennial Defense Review
RMR	Removal Material Representative
SCI	Sensitive Compartmented Information
SECNAV	Secretary of the Navy
SIPR	Secure Internet Protocol Router
SPP	Sponsor Program Proposal
TA	Technical Assistant
TCP	Theater Campaign Plan
TSCMIS	Theater Security Cooperation Management Information System
TS/SCI	Top Secret/Sensitive Compartmented Information
TV5	Taskers Version 5
VBSS	Visit Board, Search and Seizure

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VEO Violent Extremist Organization
VTC Video Teleconference

12. **Points of Contact**

COR

CDR W.E. "Wes" Schlauder
Branch Head - OPNAV N3N5FP
703-692-1852 (Comm)
860-460-3353 (Cell)
[wallace.schlauder@navy\(.smil\).mil](mailto:wallace.schlauder@navy(.smil).mil)

Technical Assistants

Task 4.1
LCDR Chris Schwarz
Office: (703) 571-2818
Chris.Schwarz@Navy.mil

Contracting Office POC

NAVSUP Fleet Logistics Center Contract Negotiator
Mr. Pete Certo
Office: (215) 697-1017
Fax: (215) 697-9742
Peter.Certo@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 the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

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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 (NACLCC) 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

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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 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, 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:

4000	9/20/2013 - 9/19/2014
6000	9/20/2013 - 9/19/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4000	9/20/2013 - 9/19/2014
6000	9/20/2013 - 9/19/2014

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

7000	9/20/2014 - 9/19/2015
7001	9/20/2015 - 9/19/2016
9000	9/20/2014 - 9/19/2015
9001	9/20/2015 - 9/19/2016

Services to be performed hereunder will be provided at:
2000 Navy Pentagon Floor 1
Washington, DC 20350 Room 1D721

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative:
 CDR W.E. "Wes" Schlauder
 Branch Head - OPNAV N3N5FP
 2000 Navy Pentagon (Rm 1D721)
 Washington, DC 20350-2000
 703-692-1852 (Comm)
 860-460-3353 (Cell)
wallace.schlauder@navy(.smil).mil

CLAUSES AND PROVISIONS

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security that will be required under this contract is TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION (TS/SCI) as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

The facilities to be utilized in the performance of this effort have been cleared to TS/SCI level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

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

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Philadelphia, PA. 19111-5083
(215) 697-4706

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2011)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
- (1) When no longer needed for contract performance.
 - (2) Upon completion of the Contractor employee's employment.
 - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

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 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

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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

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

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

N47039

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

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

Routing Data Table*

<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	**
Ship To Code	**
Ship From Code	**
Mark For Code	**
Service Approver (DoDAAC)	N47039
Service Acceptor (DoDAAC)	N47039
Accept at Other DoDAAC	**
LPO DoDAAC	**
DCAA Auditor DoDAAC	HAA391
Other DoDAAC(s)	**

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

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

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wallace.schlauder@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)

Accounting Data

SLINID	PR Number	Amount
400001	N4703913RCD7101	[REDACTED]
LLA :		
AA 1731804 11T0 252 47039 0 068892 2D CD7101 4703931N35AQ		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED] inclusive of fee. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$ [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

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 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)

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In the performance of this contract, the Contactor 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

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

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(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 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

52.217-5 -- EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).
(End of Provision)

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 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 three years.

5237.102(a)(90) NMCARS

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] 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>."

52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)

(a) *Definition.* "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

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(d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for—

- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns;
 - (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns;
- or
- (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(e) A joint venture may be considered a service-disabled veteran owned small business concern if—

- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;
- (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
- (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.
- (4) The joint venture meets the requirements of 13 CFR 125.15(b)

(f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

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SECTION J LIST OF ATTACHMENTS

Quality Assurance Surveillance Plan (QASP)

Contract Administration Plan (CAP)

Corporate Experience and Past Performance Information Form

Contract Security Classification Specification DD254

Staffing Plan Matrix