

ORDER FOR SUPPLIES OR SERVICES (FINAL)

PAGE 1 OF

2

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|-------------------------------------|-------------------------------|----------------------------------|---|------------------------|
| 1. CONTRACT NO. N00178-05-D-4269 | 2. DELIVERY ORDER NO. FK02 | 3. EFFECTIVE DATE 2013 Oct 01 | 4. PURCH REQUEST NO. N4703914RCD8005 | 5. PRIORITY Unrated |
|-------------------------------------|-------------------------------|----------------------------------|---|------------------------|

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|--|-------------|--|-------------|--|
| 6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 | 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) |
|--|-------------|--|-------------|--|

| | | | | |
|---|------------|----------|--|---|
| 9. CONTRACTOR Cydecor 525 North Tryon Street, Suite 1700 Charlotte NC 28202-0203 | CODE 3HBG4 | FACILITY | 10. DELIVER TO FOB POINT BY (Date) See Schedule | 11. X IF BUSINESS IS X SMALL |
| | | | 12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW | X SMALL DISADVANTAGED WOMEN-OWNED |
| 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. |
|------------------------------|------|--|-------------|--|

| | | | |
|---|----------------|-------------------------------------|---|
| 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. | | | |

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| Cydecor | tocttinger 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/Arthur A Hildbrandt | 09/30/2013 CONTRACTING/ORDERING OFFICER | 25. TOTAL 26. DIFFERENCES |
|---|--|--|------------------------------|

27a. QUANTITY IN COLUMN 20 HAS BEEN

| | | |
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| INSPECTED | RECEIVED | ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: |
|-----------|----------|---|

| | | |
|--|---------|---|
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | c. DATE | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|---------|---|

| | | | |
|--|-------------------|----------------------|---------------------------------|
| 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 | FINAL | |

| | | |
|---|-------------------------|------------------|
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | 31. PAYMENT COMPLETE | 34. CHECK NUMBER |
|---|-------------------------|------------------|

| | | | |
|---------|--|---------|------------------------|
| 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

ORRB SERIAL: 2013-39,108,109,113

"Pursuant to FAR 52.232-18, funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP FLC Norfolk web page at http://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/con_navsupflcn"

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|------|---|------|------|------------|---------------|
| 5000 | R408 | OPNAV N957 Program Managment Support Services. Base Year: 01 OCT 2013 - 30 SEPT 2014. (O&MN,N) | 12.0 | MO | [REDACTED] | \$ [REDACTED] |
| 500001 | R408 | Incremental Funding (O&MN,N) | | | | |

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|--------|------|---|-----|------|------------|
| 6000 | R408 | Travel In Accordance With Joint Travel Regulations (JTR)and Performance Work Statement (PWS) Requirements. (O&MN,N) | 1.0 | LO | [REDACTED] |
| 600001 | R408 | Incremental Funding (O&MN,N) | | | |

For FFP Items:

| Item | PSC | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|------|------|--|------|------|---------------|---------------|
| 8000 | R408 | OPNAV N957 Program Management Support Services. Option Period I: 01 OCT 2014 - 30 SEPT 2015. (O&MN,N) Option | 12.0 | MO | [REDACTED] | [REDACTED] |
| 8001 | R408 | OPNAV N957 Program Management | 12.0 | MO | \$ [REDACTED] | \$ [REDACTED] |

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Support Services.
Option Period II:
01 OCT 2015 - 30
SEPT 2016.
(O&MN,N)
Option

For ODC Items:

| Item | PSC | Supplies/Services | Qty | Unit | Est. Cost |
|-------|------|--|-----|------|---|
| ----- | --- | ----- | --- | --- | ----- |
| 9000 | R408 | Travel In Accordance With Joint Travel Regulations (JTR)and Performance Work Statement (PWS) Requirements. Option period I. (O&MN,N) Option | 1.0 | LO |  |
| 9001 | R408 | Travel In Accordance With Joint Travel Regulations (JTR)and Performance Work Statement (PWS) Requirements. Option Period II. (O&MN,N) Option | 1.0 | LO |  |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

**Performance-Based Work Statement for
Navy Expeditionary Combat Command and Material Development Program Account
Management,
Joint Service Explosive Ordnance Disposal (JSEOD),
Navy Expeditionary Command Acquisition Strategy and Small Arms Support, and
Navy Expeditionary Combat Command Sustainment Programs
Director, Expeditionary Warfare Division (OPNAV N95)**

1. INTRODUCTION

The Director of Expeditionary Warfare for the Chief of Naval Operations (OPNAV N95) is procuring program management/project management services in support of Naval Special Warfare, Amphibious Warfare, Maritime Preposition, Mine Warfare, and Navy Expeditionary Combat Forces. The government intends to contract for these services utilizing a fixed price contract.

1.1 Mission

1.1.1. OPNAV N95 serves as the Navy's resource sponsor for expeditionary warfare. The Director and his Staff establish requirements, set priorities, and direct overall planning and programming for expeditionary warfare systems and associated manpower, training and readiness. Specifically, the Directorate

1.1.1.1. Oversees and manages, manpower, training, procurement, sustainment, and research/development appropriations for the Naval Special Warfare, Mine Warfare, Amphibious Warfare, Navy Expeditionary Combat, and Maritime Preposition Forces.

1.1.1.2. Determines, validates, and resources readiness requirements for the Navy Expeditionary Combat Enterprise (NECE), including Navy Expeditionary Combat Command, their components, and supporting Systems Commands

1.1.1.3. Ensures affordability to include total ownership cost (TOC), as a key consideration in decision making during the Navy Gate Review and JCIDS process.

1.1.1.4. Develops acquisition and funding plans and programs for manpower and training research, development, test, and evaluation (RDT&E) in support of expeditionary warfare systems.

1.1.1.5. Additionally, the Director establishes the overall CNO policy for the preparation and conduct of amphibious warfare.

1.1.1.6. OPNAV N95 performs all Capitol Hill related duties to include all Congressional testimony for matters pertaining to Expeditionary Warfare and associated programs in the Navy. Develops, coordinates and defends inputs to Navy's Program Objective Memorandum (POM) investment strategy for expeditionary warfare with a focus on warfare system and program wholeness.

1.2 Background

Navy Expeditionary Combat Branch (OPNAV N957) is a subordinate element under the OPNAV N95 Directorate which supports operational forces conducting Naval and Joint

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missions in support of the National Military Strategy of the United States, including operational forces, development and sustainment programs within the Navy Expeditionary Combat Enterprise. Forces perform a variety of expeditionary missions ranging from tactical construction, underwater construction, counter-IED, mine countermeasures, afloat security forces, intelligence collection and analysis, and civil affairs. Each of these capabilities requires tailored equipment aligned to the mission and wide range of tactical and environmental conditions of worldwide deployable forces. Additionally, support also includes Navy EOD and JSEOD technicians. Our adversary's methods have migrated towards asymmetric strategies and unconventional weapons systems, to include the use of Improvised Explosive Devices (IEDs). The initial and most relevant force called upon to counter the IED threat have been JSEOD technicians. DoDD 5160.2 designates the Secretary of the Navy as the Single Manager for the JSEOD Technology and Training. OPNAV N957 is the primary office for the development, coordination, and defense of the Navy and JSEOD input to the POM. Additionally, N95 and N957 are the primary representation for the Navy on Counter Improvised Explosive Device (C-IED) policy, training and material development. An extensive analysis of the current missions and capabilities of Navy and Joint EOD forces and the ability of these current forces to perform their assigned missions with the current systems, equipment, tactics, techniques, and procedures has identified numerous EOD capability gaps. These capability gaps have been documented in the Joint EOD (JEOD) Initial Capabilities Document (ICD), the Combatant Commander (CCDR) Joint Urgent Operational Needs Statements and Integrated Priority Capabilities List (IPCL), and multiple Joint Requirements Oversight Council Memorandums (JROCMs) requiring material and non-material solutions. These documented gaps continue to rank high in priority within the National Military Strategy as mapped to critical missions of C-IED, Combating Weapons of Mass Destruction (CbtWMD), and Mine Countermeasures (MCM).

1.3 Scope

The scope of this effort is to provide program management support to OPNAV N957 to support the POM development for JSEOD and Navy EOD programs, Joint Service Small Arms Requirements IPT (JSSARI), the Resource Sponsor account management for Navy Expeditionary Combat Command and material development programs and associated policies for all, and the Navy Expeditionary Combat Command and analysis of the OPNAV N4 developed Baseline Assessment Memorandum (BAM) for NECC and spares accounts.

2. GENERAL REQUIREMENTS

2.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

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2.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

2.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at the Pentagon Room 5A478 and the contractor's corporate offices.

2.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or task orders. The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

2.3.3 Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements. The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

Contractors may add subcontractors to their team after notification to the Procuring Contracting Officer (PCO) or Contracting Officer Representative (COR). Cross teaming is not permitted.

2.5 Contractor Personnel, Disciplines, and Specialties

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The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

Contractor Identification in the Government Workplace. All contractor and subcontractor personnel shall be required to wear company picture identification badges so as to distinguish themselves from Government employees. When conversing with Government personnel during business meetings, over the telephone, or via electronic mail contractor and subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors and subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signatures shall identify company affiliation.

Contractors shall be required to wear government-issued identification as specified. Contractors must be able to gain access to the Pentagon and obtain a Pentagon Force Protection Agency-issued Building Pass. Access to Navy and Marine Corps Intranet, or the next generation system, is required and therefore the contractor must be eligible obtain a common access card (CAC) and be able to use the public key infrastructure (PKI) to logon to the NMCI.

2.6 Location and Hours of Work

Accomplishment of the results contained in this PWS requires work at Pentagon Room 5A478.

Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week. Core hours of work are from 0800 to 1400 daily. All employees are expected to be available during core hours.

2.7 Travel / Temporary Duty (TDY)

Contractor shall include cost estimates for one (1) individual to travel: three trips (Sunday through Friday) from Washington D.C. to Port Hueneme, CA and for one (1) individual to travel two trips (Tuesday through Thursday) from Washington D.C. to Norfolk, VA in proposed approach. These costs should be clearly identified in proposal.

Travel to other government facilities or other contractor facilities may be required and will be specified in the PWS. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 3.205-46 Travel Costs.

The estimated travel requirements are as follows. Travel is subject to the DoD Joint Travel Regulations (JTR). The contractor may be required to attend local meetings in support of this effort. This type of travel is considered "local travel" and per diem and lodging will not be authorized or reimbursed. For the purposes of this effort, local travel is defined as within 50 miles of the Pentagon. Mileage will be reimbursed as appropriate, as it relates to the distance of the travel site from the normal place of business where the employee is assigned (>50 miles).

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3. PERFORMANCE REQUIREMENTS

3.1 Basic Requirements

Contractor support is required to provide program management/project management services to assist OPNAV N95 staff in achieving their goals and objectives. This Performance Work statement (PWS) specifies the tasks to be performed, deliverables to be provided and performance objectives to be met in support of the OPNAV N957 Branch.

The Contractor shall furnish all work, management, supervision, labor and materials necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement. The Contractor must be capable of providing flexible, responsive, and high quality services and support. The Contractor will conduct travel and reviews that are necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement.

Work shall be performed from 01 Oct 2013 to 30 Sep 2014.

3.2 Performance Requirements

The Contractor shall perform the following tasks in accomplishing the requirements of this Task Order. The Contractor shall provide the necessary timely support to meet emergent requirements as requested by the program manager, technical point of contact, or other properly designated authority.

3.2.1. PROGRAM PLANNING AND COORDINATION: Creates both the structure and practices to guide the program and provide senior-level leadership, oversight, and control. Program Planning and Coordination encompasses the relationship between the oversight effort and the overall business direction, all the decision-making roles and responsibilities involved in executing the program effort.

3.2.1.1. Draft, analyze, integrate, review, and provide recommendations for Milestones and other documentation in accordance with Government, DOD and Navy regulations.

3.2.1.2. Generate briefs and information papers to assist with internal N9 decision-making as well as formal external approval processes across OPNAV, SECNAV, OSD, NECC, Joint EOD Program Boards, JSSARI Programs, MLP, DASN (ELM), PMS-408, NAVFAC, NAVSEA, NEP, SPAWARS and material development programs.

3.2.1.3. Prepare and present executive level Power Point briefings, as directed, that communicate the core results of the research and supporting documentation in the form of a final report summarizing the decision-making and priority setting process.

3.2.1.4. Provide information papers, briefing slides, and oral briefings at the completion of each phase of the research process.

3.2.1.5. Provide supporting Excel and or Access manpower data spreadsheets as required

3.2.1.6. Recommend resolution of issues for milestone decisions.

3.2.1.7. Recommend program efficiencies and funding profile adjustments for Navy's overarching NECC programs, Navy expeditionary small arms, JSSARI,

and for presentation to the Navy Expeditionary Combat Enterprise (NECE) and DoD EOD

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Program Board for EOD and diving systems in both development and fielding.

3.2.1.8. Recommend efficiencies for presentation to Expeditionary Warfare Program Offices and during IIPT/OIPT/DAB Review processes.

3.2.1.9. Gather information, identify issues and provide recommendations and draft documentation to achieve overall goals for system strategic planning.

3.2.1.10. Develop/maintain program records, databases, and other documents for internal and externally managed reporting systems to include: budget programming and execution data, JCIDS to include Capability Based Assessments, Initial Capability Documents, Analysis of Alternatives, and Capability Development Document; EOD Program Boards; OPNAV Rapid Assessment Team program execution across the EOD portfolio, PBIS and program execution across the NECC and N957 resourced SPAWARS, NAVFAC and NAVSEA portfolios.

3.2.1.11. Develop/maintain program records, databases, and other documents for internally and externally managed reporting systems for budget programming and execution data.

3.2.1.12. Provide fiscal and other content support for OPNAV interests and perspectives at IPTs, special advisory boards, off sites, working groups, and other associated meetings (e.g. IIPT, OIPT, DAB Review, *DoD Program Board*, *MTAB*, *SMS IPT*, *JIEDDO*, and *JGRE*).

3.2.1.13. Assist in analyzing and providing linkages between national-level strategic documents, Department of the Navy guidance, Chief of Naval Operations guidance, to NECC requirements/accounts and material development programs.

3.2.1.14. Provide analysis as required to include analysis planning and support to on-going efforts which may include: A continuation of efforts to rapidly develop and field equipment supporting NECC forces.

3.2.1.15. Conduct discrete analytical efforts that support the NECC/ NECC sustainment programs, Navy expeditionary small arms and maritime security program, material development programs, and *the JSEOD and USN EOD community* including emergent requirements and unanticipated projects.

3.2.1.16. Provide feedback to N957 on the results of meetings, including initial analysis and/or assessment of the impact of new initiatives.

3.2.1.17. Apply operations research, numerical and statistical analysis techniques to the analysis of databases inherent to evolving NECC requirements/unique expeditionary combat sustainment requirements, and material development programs, cost projections, capabilities based values models inherent to JSEOD and USN EOD, and Navy expeditionary small arms, and maritime security requirements.

3.2.1.18 Perform cost/benefit and economic analysis for NECC force structure, training, procurement, sustainment, and equipping, *JSEOD* procurement and sustainment initiatives, and Navy expeditionary small arms, JSSARI, and maritime security initiatives.

3.2.1.19 Perform cost/benefit and economic analysis of NECC force procurement and impacts to sustainment and lifecycle costs.

3.2.1.20. Provide ad hoc briefings and information papers as directed by N957.

3.2.1.21. Assist in developing lines of communication with key working level members of

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the OPNAV staff as well as N9/N4 organization, and Expeditionary Combat program offices.

3.2.1.23. Prepare and present executive level briefings, as directed, that communicate the core results of the research and supporting documentation in the form of a final report summarizing the decision-making and priority setting process.

3.2.1.24. Provide recommendations to utilize new initiatives and best practices techniques to improve areas within financial and program management.

3.2.1.25. Prepare and maintain program, and program financial documentation.

3.2.1.26. Track and analyze action items (taskers) as they are assigned and assist action officers as necessary in preparing responses. Insure items are prepared in a timely fashion to meet suspense dates.

3.2.1.27. Create/draft original correspondence as directed. Insure the correspondence is in the correct format.

3.2.1.28. Establish a Branch/financial filing and management system in accordance with Navy standards. Insure that classified information arriving in the office is correctly accounted for and stored in an appropriate location.

3.2.1.29. Provide program support for reviews, conferences, briefings and other meetings.

3.2.1.30. Conduct surveys and analyze results.

3.2.1.31. Monitor cost in order to maximize cost avoidance and limit cost growth wherever possible.

3.2.1.32. Provide recommendations and initiatives for Command improvements to reduce overall costs, including but not limited to business case Analysis, cost benefit analysis, and e-business solutions.

3.2.1.33. Provide assessments and recommendations balancing operational needs, engineering limitations, and budget constraints.

3.2.1.34. Identify and analyze metrics in order to track process performance and monitor the use of the metrics.

3.2.1.35. Develop and implement a detailed plan for the overall management and quality assurance of this contract.

3.2.1.36. Provide analysis planning and support to on-going efforts which may include: A continuation of efforts to rapidly develop and field equipment to the JSEDO, USN EOD, and NECC forces, analysis and mapping of Reenlistment Incentives for Navy EOD technicians; examination of the impact of newly released or proposed policy changes on retention behavior and recruiting efforts.

3.2.1.37. Prepare individual program briefs, reports, documents and presentations as well as draft portfolio resourcing plans for all EOD programs, all connector programs, NECC force adjustments, all new-construction MLP ships and rapid acquisition initiatives in response to urgent needs.

3.2.1.38. Establish meeting schedule with OPNAV staff members to provide a means of sharing Joint Service EOD and Navy EOD strategies, NECC strategies as well as collecting information regarding developing Joint and Navy strategies affecting the NECC,

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JSEOD and USN EOD communities. Prepare information papers and Power Point presentation to staff members. Provide feedback to N957 on the results of meetings, including initial analysis and/or assessment of the impact of new initiatives.

3.2.1.39. Establish meeting schedule with OPNAV, DASN(ELM), OSD AT&L(NW), OSD CAPE staff members to provide a means of sharing NECC program forecasts, as well as collecting information regarding developing Joint and Navy strategies affecting the USN and USMC community. Prepare information papers and Power Point presentation to staff members.

3.2.1.40. Draft program schedules and Gantt charts and perform critical path analyses.

3.2.1.41. Provide design oversight including configuration and data management.

3.2.1.42. Develop and implement a risk management strategy and plan, and prepare risk assessments, analyses, studies and recommendations.

3.2.1.43. Provide analysis planning and support to on-going efforts which may include: 30 year shipbuilding plan, Quadrennial Defense Review, program briefs to Congress, and any additional efforts that complement ongoing future NECC forces studies, reports, and plans.

3.2.1.44. Review, analyze and provide recommendations to utilize new initiatives and best practices to improve areas within program management.

3.2.1.45. Serve as key sponsor point of contact for reviews, conferences, briefings, and other meetings for new boat construction, new NECC program requirements, Navy expeditionary small arms programs, and accepting delivery of boats/major equipment.

3.2.2. ACQUISITION SUPPORT:

Process of implementing and managing acquisition procurements/documentation to ensure that documents are properly executed providing proper controls and regulations.

3.2.2.1. Assist in preparing individual program and N957 programs of record (POR) and rapid acquisition briefs, reports and presentations to internal and external audiences as required.

3.2.2.2. Perform tradeoff studies and assessments for potential material and non-material solutions for new-construction under N957 leadership, as well as analytical support to requirements generation and acquisition community program design and execution.

3.2.2.3. Analyze, evaluate, and provide recommendations for the planning, development, monitoring and execution of procurement and contractual documentation.

3.2.2.4. Analyze, evaluate, and provide recommendations for the development, planning, approval, and execution, and briefing of Gate reviews, JCIDS documents, procurement, and contractual documents.

3.2.2.5. Recommend processes, procedures, and techniques required to acquire and support: training, training devices and training equipment.

3.2.2.6. Review, track, and evaluate contract deliverables.

3.2.2.7. Provide tracking of new NECC program requirements and delivery schedules and

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cost profiles.

3.2.2.8. Provide support and assistance in reviewing, assessing, and complying with policies, standards, guidelines, or procedures established by DoD, DoN, and ASN(RD&A).

3.2.2.9. Monitor and track the status of contracts by analyzing outstanding obligations, coordinating with applicable PCOs, ACOs, CORs, and vendors relative to outstanding issues, and assist in preparing closeout funding documents.

3.2.2.10. Coordinate with Expeditionary Combat program offices, and OPNAV sponsors with tracking and status updates relative to outstanding issues.

3.2.2.11. Provide support for internal and external reports, to include the Defense Acquisition Executive Summary (DAES)/Select Acquisition Request (SAR), Quarterly Acquisition Review (QAR) issues, performance metrics reports, and the contractor's estimated completion date.

3.2.2.12. Track deliverables and analyze programs cost, schedule and performance data.

3.2.2.13. Maintain oversight on new NECC program requirements to include schedule and program costs.

3.2.2.14. Support development of pre-acquisition and acquisition strategy planning and implementation for NECC program requirements to include cost estimation, fact finding, cost analysis, pre-award document preparation, and data collation.

3.2.2.15. Provide support in milestone planning, tracking, scheduling, briefing preparation, staff coordination, as well as decision documentation preparation and documentation.

3.2.2.16. Provide long term continuity, corporate knowledge, program history, assist boatbuilding program offices and Expeditionary Combat program offices, and OPNAV sponsors throughout the JCIDS process, the acquisition, manning and training profiles.

3.2.2.17 Provide support in pre-acquisition and acquisition strategy planning and implementation.

3.2.3. PROGRAM PLANNING BUSINESS, COST ESTIMATING AND FINANCIAL MANAGEMENT:

Implementation of fiscal practices and controls. A process of implementing and managing financial control systems, collecting financial data, analyzing financial reports, and making sound financial decisions based on the analyses.

3.2.3.1. Develop/maintain/track the required documents for Joint Service and Navy EOD programs, and provide financial review for the required documents for NECC programs and requirements within the JCIDS process to include ICD, CDD, CPD, DCR, and required supporting documentation.

3.2.3.2. Support N95 Sponsor Program Proposals (SPP) analyses for financial and program management within the PPBE cycle.

3.2.3.3. Provide programming, planning and budgeting management including budget preparation and justification, funds execution, program planning and analysis, and the

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presentation of this data in various formats.

3.2.3.4. Assist in development of amphibious shipbuilding program POM issues and tracking POM issues for NECC program requirements throughout each budget cycle to include reprogramming requests and reclaims.

3.2.3.5. Draft/review/prepare back up information and recommendations for financial presentations.

3.2.3.6. Prepare reprogramming requests and reclaims

3.2.3.7. Draft/review/prepare back up information and recommendations for financial presentations.

3.2.3.8. Track SYSCOM obligation and expenditures to recommend future year resourcing adjustments

3.2.3.9. Track NECC obligation and expenditures to recommend future year resourcing adjustments

3.2.3.10. Provide inputs to independent cost estimates (for life cycle costs or other activities).

3.2.3.11. Analyze, make recommendations, and report on: requirements determinations, programming, site surveys, project management plans, facilities design, and facility construction (e.g. Base Re-Alignment and Closure, new facilities requirements, etc.).

3.2.3.12. Prepare estimates at completion (EAC) for work conducted by a government activity or a contractor.

3.2.3.13. Provide recommendations on cost realism.

3.2.3.14. Analyze, evaluate and provide recommendations for Total Ownership Cost (TOC), Cost as an Independent Variable (CAIV) and Life Cycle Cost (LCC).

3.2.3.15. Maintain program and financial history through an accurate and organized management system in accordance with Navy standards.

3.2.3.16. Analyze obligations and expenditures, maintain forecasts, prepare reports on the status/recommendations and availability of funds, justify and prioritize unfunded requirements, and assist with development, review and recommendation of execution year funding efforts.

3.2.3.17. Prepare configuration control documentation.

3.2.3.18. Prepare and maintain program documentation.

3.2.3.19 Perform contract earned value management system (EVMS) analyses.

3.2.3.20. Provide Return on Investment figures.

3.2.3.21. Develop/maintain/track the required documents for NECC, Navy expeditionary small arms, and JSSARI programs and requirements within the JCIDS process to include ICD, CDD, CPD, DCR, and required supporting documentation.

3.2.3.22. Develop/maintain/track the required documents and requirements for new NECC program requirements within the JCIDS process to include CBA, AoA, ICD, CDD, and required supporting documentation.

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3.2.4. COMMUNICATIONS AND OUTREACH:

Communicates priorities, policies, procedures, decisions, goals and issues. Prepares and maintains reports, and statistics related to the functional area.

- 3.2.4.1.** Provide background research to Congressional' s, RFIs, QFRs, RFQs, DOD, other governmental agencies, congressional testimony, and industry inquiries.
- 3.2.4.2.** Participate in ad-hoc working group meetings related to Expeditionary Combat capabilities.
- 3.2.4.3.** Provide information and background research to respond to Congressional, DOD, other Government agency, media or industry inquiries, Freedom of Information Act (FOIA) requests, audits and for Congressional testimony.
- 3.2.4.4.** Facilitate and participate in IPTs, special advisory boards, off sites, working groups, audit teams, etc.
- 3.2.4.5.** Participate and assist program offices as key sponsor point of contact for IIPT, OIPT, and DAB review process.
- 3.2.4.6.** Analyze, evaluate and prepare program briefs, reports and correspondence.
- 3.2.4.7.** Prepare and maintain program documentation.
- 3.2.4.8.** Provide good oral and written communications in order to interface with commands and other activities across the Navy.
- 3.2.4.9.** Provide active participation and good communication skills when interfacing with Navy staff and program sponsors to include high-level briefings.
- 3.2.4.10.** Develop, review and update charters, MOAs, MOUs, and organizational charts to enable more effective communications and organizations for the program and stakeholders.
- 3.2.4.11.** Prepare and maintain all program documentation for new-construction amphibious ships.

3.2.5. TECHNICAL MANAGEMENT:

Provides technical guidance, methodologies in managing, evaluating, providing recommendations, reports, and resolutions.

- 3.2.5.1.** Provide strategic level analysis, requirements evaluation, and analytical support for Expeditionary Combat requirements, resourcing plans, EOD and diving requirements
- 3.2.5.2.** Evaluate issues and provide recommendations related to system cost, schedule, and performance.
- 3.2.5.3.** Review, assess, and monitor production reports and recommend resolutions to production problems.
- 3.2.5.4.** Draft, analyze, review and provide recommendations on test and evaluation program planning, as well as provide installation, testing, execution documentation and checkout support of platforms and weapons systems and participate in tests and trials.
- 3.2.5.5.** Prepare and maintain program documentation.
- 3.2.5.6.** Provide support for requirement generation, allocation, verification, and validation.

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3.2.5.7. Develop and maintain work breakdown structure.

3.2.5.8. Perform and provide reviews, analyses, studies, documentation, and recommendations for system design including technical expertise in system engineering, software engineering, logistics, test and evaluation and training.

3.2.5.9 Provide recommendations for planning, organizing, and managing critical aspects of the development, production, and/or deployment of capabilities.

3.2.6. ADMINISTRATIVE AND CLERICAL:

This functional area consists of applying, clerical, organizational assessment, administrative management, office management, strategic and organizational planning, and administrative disciplines required for seamless operation of offices and support functions. Functions to include, but not limited to: transcription, library services, word processing/typing, stenographic services, information retrieval, paper shredding, report generation and brief preparation duties.

3.2.6.1. Type and track correspondence, reports, and tabular data from drafts provided by professional personnel, editing for spelling, punctuation and grammar, as well as ensuring formats are in compliance with the Department of the Navy/ONR procedures.

3.2.6.2. Greet visitors, communicate messages, answer telephones, take and forward messages, as well as assist staff with follow- up phone calls on outstanding documents/actions.

3.2.6.3. Administer, prepare, facilitate, and document travel arrangements, schedules, billing and record keeping by supporting the planning/execution/liquidation of Government sponsored travel.

3.2.6.4. Duplicate, collate, assemble, and maintain materials as required.

3.2.6.5. Prepare entries and input, track and monitor data for inclusion in various information systems, for both commercial and agency-specific systems such as PBIS as required.

3.2.6.6. Coordinate and monitor meetings, appointments, schedules, and facilities as requested, as well as provide direct support for presentations, conferences, events, and other meetings as requested.

3.2.6.7. Maintain hard copy, electronic filing, and record keeping systems to facilitate retrieval and historical record maintenance as required by the client or other pertinent entities.

3.2.6.8. Use professional judgment to refer matters/questions requiring action to appropriate office, department, point of contact or agency.

3.2.6.9. Understand and follow administrative protocols followed by clerical and secretarial staff within the work group.

3.2.6.10. Prepare and maintain program documentation.

4. SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Security and Safety

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Contractor personnel performing under this task order will be U.S. Citizens and are required to obtain / retain a security clearance.

Work performed by the contractor requires access to information that is:

SECRET

The contractor will be required to attend meeting classified at:

SECRET

DD Forms 254: Overarching security requirements and Contractor access to classified information shall be as specified in the basic DD Form 254, which will be further identified in the DD Form 254 for each TO, as required. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC).

4.2 Transition

The Contractor shall provide a transition plan as part of the proposal. The Contractor shall keep the Government fully informed of status throughout the transition period. Throughout the phase-in/phase-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the phase-in/phase-out periods. In particular, the transition of existing JCIDS documents, open action items, pending documents to be reviewed, and regularly scheduled meetings at attend.

4.3 Government Furnished Material

The Government will provide workspace, classified/unclassified workstations, office supplies, computer equipment, telephone, fax (local, DSN and long distance), electronic mail, reproduction facilities, and proper building access identification badges as required. The Government will furnish any computer software, such as access to the PBIS database, which may be needed to accomplish tasks at the government site. The Government will provide access to appropriate reference material and databases necessary in the performance of this effort. The contractor will be provided the authority to access all information required to perform duties. The Government will provide coordination assistance to assist the contractor in accessing required information. The Government will provide the following information: access to relevant Government organizations, information and documentation, manuals, texts, briefs and associated materials, as required and available.

4.3.1. GFE: Access to Government databases and seats e.g., MS Word, Excel, PowerPoint, Access, and other databases required to perform this effort.

4.3.2. GFE: Access via internet using security protocols required by Government to assure secure data transmission: PBIS, KM/DS, TWMS, and other databases required to perform this effort.

4.3.3. GFI: Required programmatic and financial information required in order to complete deliverables.

4.4 Environmental Requirements

The contractor shall comply with all documents listed below as mandatory and referenced

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under paragraph 3.0, Performance Requirements. Compliance with documents listed as non mandatory is the contractors' option.

| Document Source | No./ Version | Title |
|-----------------|-----------------|---|
| SECNAV | 5510.36A | DEPARTMENT OF THE NAVY (DON) INFORMATION SECURITY PROGRAM (ISP) INSTRUCTION |
| SECNAV | 5510.30B | DEPARTMENT OF THE NAVY (DON) PERSONNEL SECURITY PROGRAM (PSP) INSTRUCTION |

4.5 Applicable Directives and References

The contractor shall comply with all documents listed below as mandatory and referenced under paragraph 3.0 Performance Requirements. Compliance with documents listed as non-mandatory is the contractors' option.

Mandatory compliance (list)

| Document Source | No./Version | Title |
|--------------------|---------------|--|
| United States Code | Title 10 | Armed Forces |
| United States Code | Title 31 | Money and Finance 31 US Code 1301(a) 31 US Code 1502(a) 31 US Code 1517 |
| OMB | Circular A-11 | Preparation, Submission, and Execution of the Budget |
| DoD Directive | 5000.01 | The Defense Acquisition System |
| DoD Directive | 5000.02 | Operation of the Defense Acquisition System |
| DoD Regulation | 7000.14-R | Department of Defense Financial Management Regulations |
| DoD Directive | 5015.2 | DoD Records Management Program |

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| SECNAV | 5000.2 | Implementation and Operation of the Defense Acquisition System and Joint Capabilities Integration and Development System |
| Navy | | DoN Budget Guidance Manual |

4.6 Abbreviations and Acronyms

ASN – Assistant Secretary of the Navy
ASN(RD&A) – ASN Research, Development and Acquisition
CAC – common access card
CAIV – cost as an independent variable
CbtWMD – combating weapons of mass destruction
CCDR – combatant commander
CDD – capabilities development document
CNO – Chief of Naval Operations
COR – contracting officer representative
CPD – capabilities production document
DAB – Defense Acquisition Board
DCR – DOTMLPF change request
DOTMLPF – doctrine, organization, training, materiel, leadership, personnel, facilities
EAC – estimate at completion
EOD – Explosive Ordnance Disposal
EVMS – earned value management system
FOIA – Freedom of Information Act
GFE – government furnished equipment
GFI – government furnished information
HQMC – Headquarters Marine Corps
IIPT – Integrating IPT
ICD – initial capabilities document
IPCL – integrated priority capabilities list
IPT – integrated product team

MOA – memorandum of agreement
MOU – memorandum of understanding
MLP – mobile landing platform
MPN – manpower personnel, Navy
NAC – National Agency Check
NMCI – Navy and Marine Corps intranet
OCI – organizational conflict of interest
OIPT – Overarching IPT
OMNR – operations and maintenance, Naval Reserve (also O&MNR)
OMN – operations and maintenance, Navy (also O&MN)
ONR – Office of Naval Research
OPN – other procurement, Navy
OPNAV – Chief of Naval Operations Staff
OSD – Office of the Secretary of Defense
PCO – procuring contracting officer
PKI – public key infrastructure
POM – program objective memorandum
PPBE – planning, programming, budgeting, and execution
PWS – performance work statement
QAR – quarterly acquisition review
RDT&E – research, development, test and evaluation
RDTEN – RDT&E, Navy
RPN – reserve personnel, Navy
SAR – select acquisition request
SECNAV – Secretary of the Navy

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JCIDS – Joint Capabilities Integration and Development System

SMS – special mission support

JROCM – Joint Requirements Oversight Council memorandum

SPP – sponsor program proposal

LCC – life cycle cost

SSC – ship-to shore connector

LCAC – landing craft, air cushion

TDY – temporary duty

LCU – landing craft utility

TO – task order

LCU(R) – landing craft utility (replacement)

TOC – total ownership cost

5. DELIVERABLES

| Products/Deliverable | Schedule/Date Required |
|---|---|
| End of Performance Report | Within 30 days of completion of Period of Performance |
| Program Team Organization Chart | Initially, within 5 days of contract award. Subsequently, 5 days prior to any changes are made |
| Financial Execution Status Briefings | Every three months, combined with Quarterly execution report |
| Funding Execution Reports | Quarterly as part of a consolidated monthly report |
| Program Briefs | By 20 November (Navy) and by 20 March (Congress) |
| Tracking Reports | In weekly report to COR |
| Invoice | In weekly report to COR |
| Action Tracking System | Weekly on Friday |
| Progress and Status Report | Included in Monthly Report |
| Program Plan and Update | Initially and then included in Monthly Report |
| Travel documentation | 5 days prior to scheduled travel |
| Meeting Minutes, Agendas | Within 2 working days of meeting completion |
| Program Objective Memorandum (POM) Status briefs | As required based on POM guidance |
| Point Papers, Decision Papers, Information Papers | Within 3 working days of assignment, unless urgency requires a more rapidly produced product |
| Draft Congressional Reports | Within 3 working days of assignment, unless urgency requires a more rapidly produced product |
| Briefings or technical reports | As required |

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| Draft Policies, Draft standards, Draft specifications | As required |
| Configuration Management Plan | As required |
| Test and Evaluation Plan | As required |

The contractor shall provide deliverables as described and specified by the government. The Contractor shall provide the following deliverables within the timeframe specified:

Monthly Status Reports. The Contractor shall provide a monthly report which summarizes overall performance under the task order. The report shall detail performance under each task of this PWS (3.0), addressing completed tasks and the status of on-going tasks. For in-process tasks, the Contractor shall identify accomplishments for the month, identify planned accomplishments for the coming month and potential risks that might negatively impact performance and proposed mitigation plans. Reports shall be submitted monthly on the 5th calendar day for the preceding month to the Contracting Officer's Representative (COR) with a copy to the cognizant Contracting Officer.

End of Performance Report. The Contractor shall develop a report summarizing Financial Management and Accounting Administration Support functions as congruent with PWS 3.0. The report will provide items in priority order of importance, internal control deficiencies and related criteria or workarounds with final determination of impact for each non-compliant requirement assessed. The final report shall be submitted to the COR within 30 days after the end of the contract period of performance.

All deliverables shall be submitted to the COR. The COR is responsible for tracking and acceptance.

NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT/CERTIFICATION

(a) Data/Information

All data or information (including but not limited to drawings, Privacy Act, 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), source selection, personnel information, and business sensitive information) 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. Access to data or information obtained, received, or learned as a result of performance of this contract shall be restricted to the minimum number of Contractor personnel 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 involved in direct performance of this contract. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or learns data or

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information as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Data" agreement.

(b) Non-Disclosure of Data/Information

The Contractor and its personnel and subcontractors shall disclose data or information obtained, received, or learned whether written or oral 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 or information is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such data or information 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 data or information except as specifically permitted herein.

(c) Non-Use of Data/Information

The Contractor and its personnel and subcontractors shall use data or information obtained, received, or learned whether written or oral as a result of performance of this contract 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 data or information 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 data or information except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

Before any of the Contractor's personnel 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:

- (1) He/she shall disclose data or information 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 or information is required in performance of this contract.
- (2) He/she shall not disclose data or information 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.
- (3) He/she shall use data or information obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other

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purpose.

- (4) He/she shall not use or consider data or information 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.

In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data or sensitive information 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 data or information provided by the entity.

(e) Requirement to Disclose Data/Information

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of data or information obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such 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 data or information.

(f) Exception

This "Non-Disclosure and Non-Use of Data/Information" provision does not apply to data or information which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data/Information" 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 Data/Information" provision may also adversely affect the evaluation of a Contractor's reliability in future acquisitions

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data/Information agreements required by this provision and shall make such agreements available for immediate inspection by the Contracting Officer.

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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

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Purpose: To ensure that the Government has an effective and systematic method of surveillance for the services in the Performance Work Statement (PWS). The Quality Assurance Surveillance Plan (QASP) will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

1. Critical performance processes and requirements. Critical to the performance of this effort is providing program management support to the OPNAV N957 Navy Expeditionary Combat Branch to support the POM development for JSEOD and Navy EOD programs and associated programs in a timely, accurate, and thorough manner for all task order requirements.

2. Performance Standards

a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.

c. Past Performance - In addition to any schedule, and deliverables, of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

3. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.

4. Performance Measurement: Performance will be measured in accordance with the following table:

The contractor service requirements are summarized into performance elements that relate directly to mission essential items as well as performance thresholds which briefly describe the minimum acceptable levels of service required for each requirement. A QASP is provided below and outlines the performance elements, performance thresholds, surveillance methods, and associated payment for this task order.

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Quality Assurance Surveillance Plan (QASP) Table

| Performance Element | Performance Threshold (Satisfactory Performance) | Method of Surveillance | Monthly Payment |
|--|--|--|---|
| Excellent staffing stability and resource planning across the effort defined in this Task Order. | 1. Management of personnel (retention, replacements, etc.) does not negatively impact quality or timeliness of products and services across the program. | 1. 100% Inspection of Deliverable(s) by Task Order Manager (TOM) 2. Customer Feedback | If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government. |
| Consistent delivery of high quality deliverables. | 1. Deliverables were delivered accurate, complete and incorporate all pertinent data with no (or minor) adjustments required by the Government. 2. Any errors / omissions identified by the Government are corrected within 10 business days. | 1. Random Sampling of Deliverable(s) by TOM 2. Customer Feedback | If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government |
| Required deliverables and services were provided on schedule. | 1. Services and deliverables were submitted according to, or ahead of, agreed upon schedule. Exceptions were due to circumstances outside of the Contractor's control. | 1. Random Sampling of Deliverable(s) by TOM 2. Customer Feedback | If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government |
| Positive Business Relations, Customer Satisfaction and Timely and Open Communication. | 1. The contractor was responsive to Government concerns and promptly applied corrective action to performance issues. 2. The contractor provided timely notification of issues and/or items requiring Government actions. | 1. Customer Feedback | If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government |
| Timely, Accurate and Complete Program Reporting | 1. Report(s) as required are delivered on time and meets all PWS content requirements. | 1. 100% Inspection of Deliverable(s) by TOM | If services fail to meet the performance threshold, 10% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government. |

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

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The TOM makes an annual report(s) on Contractor Performance (CPARS or other annual report). The contractors failure to achieve satisfactory performance under the contract/task order, reflected in the TOMs annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractors past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken. _

In accordance with contract clause FAR 52.246, the Inspection of Services series, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

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SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|------|-----------------------|
| 5000 | 10/1/2013 - 9/30/2014 |
| 6000 | 10/1/2013 - 9/30/2014 |

CLIN - DELIVERIES OR PERFORMANCE

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

| | |
|------|-----------------------|
| 5000 | 10/1/2013 - 9/30/2014 |
| 6000 | 10/1/2013 - 9/30/2014 |

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

| | |
|------|-----------------------|
| 8000 | 10/1/2014 - 9/30/2015 |
| 8001 | 10/1/2015 - 9/30/2016 |
| 9000 | 10/1/2014 - 9/30/2015 |
| 9001 | 10/1/2015 - 9/30/2016 |

Services to be performed hereunder will be provided at 2000 Navy Pentagon, Washington D.C.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
Thomas L Connolly, N959
2000 Navy Pentagon
Washington, DC 20350-2000
thomas.connolly@navy.mil
703-614-2236

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

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

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

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

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

2 IN 1

(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

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(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*

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|---|
| Pay Official DoDAAC | N68732 |
| Issue By DoDAAC | N00189 |
| Admin DoDAAC | N00189 |
| Inspect By DoDAAC | N47039 |
| Ship To Code | N47039 |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N47039 |
| Service Acceptor (DoDAAC) | N47039 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N47039 - Sorrano Littleton-Jones 202-685-1504 |
| DCAA Auditor DoDAAC | N/A |
| Other DoDAAC(s) | |

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

 TOM/COR: Tom Connolly / 703-614-2236 / thomas.connolly@navy.mil
 Sorrano Littleton-Jones / 202-685-1504 / sorrano.littleton-jones@navy.mil

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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.

 Sorrano Littleton-Jones / 202-685-1504 / sorrano.littleton-jones@navy.mil

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

CONTACTS WILL BE PROVIDED AFTER AWARD.

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In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: Andrew Hildebrandt

Address:

Naval Supply Systems Command (NAVSUP)

Fleet Logistics Center Norfolk
1968 Gilbert Street, Suite 600
Norfolk, VA 23511

Phone: 757-443-1321

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in

FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Darryl Richardson

Address:

Naval Supply Systems Command (NAVSUP)
Fleet Logistics Center Norfolk
1968 Gilbert Street, Suite 600
Norfolk, VA 23511

Phone: 757-443-1361

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: Not Applicable

Address: -----

Phone: -----

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: Not Applicable

Address: -----

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Phone: -----

5. TASK ORDER MANAGER (TOM) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

Thomas L Connolly, N959
2000 Navy Pentagon
Washington, DC 20350-2000
thomas.connolly@navy.mil
703-614-2236

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.

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e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Task Order Manager (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. 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. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The TOM duties are as follows:

a. Technical Interface

(1) The TOM is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The TOM is prohibited from issuing any instruction which would constitute a contractual change. The TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The TOM shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARS covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

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(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The TOM shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The TOM is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The TOM shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The TOM shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The TOM is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractor's performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The TOM is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

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5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the TOM.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the TOM.
- d. Identify contract noncompliance with reporting requirements to the TOM.
- e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the invoice.
- g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------------|------------|
| 500001 | N4703914RCD8005 | [REDACTED] |
| LLA : | | |
| AA 1741804 11T0 252 47039 B 068892 2D CD8005 4703941N9IRA | | |
| Standard Number: N4703914RCD8005 | | |
| 600001 | N4703914RCD8005 | [REDACTED] |
| LLA : | | |
| AA 1741804 11T0 252 47039 B 068892 2D CD8005 4703941N9IRA | | |
| Standard Number: N4703914RCD8005 | | |

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CONFLICT OF INTEREST

SOLICITATION PROVISIONS FOR ORGANIZATIONAL CONFLICTS OF INTEREST

Consistent with the requirements of FAR 9.504(e), the Government will award the contract to the apparent successful offeror unless an OCI exists that cannot be avoided or mitigated. Accordingly, the contracting officer may require the apparent successful offeror(s) to submit an OCI Identification and Mitigation Plan for review prior to award. The contracting officer, with any required assistance from the requiring activity, will review the OCI Identification and Mitigation Plan submitted by the apparent successful offeror and will determine whether it is acceptable or unacceptable. If unacceptable, the contracting officer will discuss the deficiencies with the apparent successful offeror(s) and allow an opportunity to respond.

ORGANIZATIONAL CONFLICT OF INTEREST

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the solicitation contains this proposed clause that specifies both the nature and duration of the proposed restraint.

NOTE: See the Section L Provision, NOTICE OF INCLUSION OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE, for more information.

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.
 - (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the applicable task orders. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.
 - (2) The financial, contractual, organizational, and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.
- (d) Definitions. For purposes of application of this clause only, the following definitions are applicable:
 - (1) "System" includes system, major component, subassembly or subsystem, project, or item.
 - (2) "Nondevelopmental items" are as defined in FAR 2.101.
 - (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
 - (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
 - (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
 - (6) "Consultant" services are as defined in FAR 31.205-33(a).
 - (7) "Contractor," for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

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(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions. [Check the restrictions that apply]

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of, or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems, or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems, or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of

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Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with one (1) year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

52.219-9 SMALL BUSINESS SUBCONTRACTING (JAN 2011)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days 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 42 months.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 5000 through 6000 are incrementally funded. For these item(s), the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will

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notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract [REDACTED]

December 20, 2013 \$---- [REDACTED]

(End of clause)

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

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(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 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

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* 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 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 the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with

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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.

(End of Clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(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 communicate 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 with the Contracting Officer. 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 Contracting Officer is:

Name: Andrew Hildebrandt
Address: NAVSUP Fleet Logistics Center Norfolk
1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Telephone: 757-443-1321

(End of Clause)

52.232-18 Availability of Funds.

As prescribed in 32.706-1(a), insert the following clause:

AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

"Pursuant to FAR 52.232-18, funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP FLC Norfolk web page at http://www.navsup.navy.mil/navsup/ourteam/navsupgls/prod_serv/contracting/con_navsupflcn"

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SECTION J LIST OF ATTACHMENTS