

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 27-Sep-2013	4. REQUISITION/PURCHASE REQ. NO. N4703913RCD7157	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NAVSUP FLC Norfolk, Detachment Philadelphia
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Philadelphia PA 19111-5083
peter.certo@navy.mil 215-697-1017

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
CAGE CODE 17038 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-EX11
		10B. DATED (SEE ITEM 13) 24-Sep-2013

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathleen Lockhart, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Kathleen Lockhart (Signature of Contracting Officer)	27-Sep-2013

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to incrementally fund the base period.... Accordingly, said Task Order is modified as follows: A confirmed copy of this Task Order is attached to this modification for informational purposes only.

LIMITATION OF FUNDS

This task order is incrementally funded. The amount currently available for payment under the base period is limited to \$977,865.75 inclusive of fee. Subject to the General Provisions of the contract and clause FAR 52.232-22 entitled 'Limitation of Funds' (APR 1984), no legal liability on the part of the Government in excess of \$977,865.75 shall arise unless additional funds are incorporated as a modification to this task order.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$611,232.00 by \$366,633.75 to \$977,865.75.

CLIN/SLIN	Type Of Fund	From (\$)	By(\$)	To(\$)
400001	O&MN,N	611,232.00	362,236.00	973,468.00
600001	O&MN,N	0.00	4,397.75	4,397.75

The total value of the order is hereby increased from \$977,866.00 by \$0.00 to \$977,866.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R499	Services IAW the PWS - Base (O&MN,N)	1.0	LO			\$973,468.00
400001	R499	Fully funded base year services (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R499	ODCs (Travel) Not to Exceed (NTE) - Base (O&MN,N)	1.0	LO	\$4,398.00
600001	R499	Travel funding (O&MN,N)			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R499	Services IAW the PWS - Opt 1 (O&MN,N) Option	1.0	LO			\$937,980.00
7001	R499	Services IAW the PWS - Opt 2 (O&MN,N) Option	1.0	LO			\$919,952.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	ODCs (Travel) Not to Exceed (NTE) - Opt 1 (O&MN,N) Option	1.0	LO	\$4,398.00

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9001 R499 ODCs (Travel) Not 1.0 LO \$4,397.00
to Exceed (NTE) -
Opt 2 (O&MN,N)
Option

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

(a) The level of effort for the performance of this contract during the period from the start of performance to 12 months thereafter is based upon 10,560 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 21,120 estimated manhours of direct labor, for a total level of effort of 31,680 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Roms").

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

Labor Categories	Base Hrs	Opt 1 Hrs	Opt 2 Hrs
Program Manager	960	960	960
Strategy and Policy Professional			
- CS-21 Strategic Planner	1920	1920	1920
- Asia Pacific/Chinese Studies	1920	1920	1920
- Security Cooperation	1920	1920	1920
Operations Research Systems Analyst for SC	1920	1920	1920
Senior Analytic Professional for CS-21	1920	1920	1920
Total	10,560	10,560	10,560

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

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

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Roms until the total estimated cost has been expended. The government will not be obligated to pay fee on an hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Roms have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated

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manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of provision)

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

The fixed fee for work performed under this contract is \$ * provided that approximately 10,560 hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than 10,560 hours of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$ ** per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

*

**

[REDACTED]

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

(a) Definitions.

As used in this provision-

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

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

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

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

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

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

(End of provision)

IDENTIFICATION OF RATIOS (OCT 1992)

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

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

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

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

INFORMATION TO BE COMPLETED BY OFFEROR

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

Adjusted for

Uncompensated

Overtime

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

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

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance-Based Work Statement for N3/N5 Strategy and Policy Support OPNAV N3/N5

1. Introduction

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

2. Background

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

3. Scope

The contractor shall provide strategy, policy, analytical, programmatic, technical, research, and organizational support services that require unique skills and experience in Maritime and derivative strategies (i.e. 21st Century Seapower (CS-21)), Asia-Pacific regional issues, Security Cooperation (SC) and long term strategies that call for be supported by the existing government workforce.

The services required under this task order include:

- Support the ever-changing maritime and naval strategies based on new National Security Policy, and evolving threats to ensure our sea-lanes remain open and secure
- Support International Engagement through products aimed at SC and regional support with our maritime partners

4. Tasks

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

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- 4.1. The contractor shall provide strategic research and analyses on issues related to the Asia-Pacific region to inform Navy policy and strategy and ensure alignment with higher-level guidance documents, tasks, and recommended implementation steps by:
 - a. Providing research and analysis related to Navy's long-term comprehensive strategies for the Asia-Pacific region;
 - b. Assisting in the development of products to promote key Navy strategy issues related to the Asia-Pacific region, including reports and other Asia-Pacific related strategy documents;
 - c. Performing research and analysis to further develop and refine strategic concepts related to the Asia-Pacific region;
 - d. Equipping CNO with key resourcing decision tools, including laydown, overseas Military Construction (MILCON), and Global Force Management (GFM) equities, to improve OPNAV capacity for strategic shaping;
 - e. Conducting outreach and integration with the United States Marine Corps (USMC) as well as interagency and private sector partners to address Asia-Pacific preventive security operations.
 - f. Assisting in the development of decision materials for senior leader discussions and decision making evaluations such as mission and vision statements, subsequent goal delineation, providing guidance for building operational plans and specifying measurable outcomes to include capital outlay planning efforts in a consolidated strategic planning process and prioritizing those initiatives.
 - g. Coordinate and promulgate meeting agendas and notes.

- 4.2. The contractor shall provide editorial, research, analytic, strategic planning, and project management expertise for the support of the CS-21 refresh effort by:
 - a. Assisting in research and strategic analysis to the OPNAV writing team for the development of the strategy document;
 - b. Providing in-stride editorial analysis to the OPNAV writing team in order to ensure smooth flow, readability, and clarity of the developing document;
 - c. Developing 'secondary' materials in support of the unclassified CS-21 refresh and classified Annex documents, including: PowerPoint Briefs, Action/Information Memoranda, correspondence and strategic messaging/Public Affairs Office materials;
 - d. Developing, organizing and promulgating decision materials, including "read aheads" for discussions and CNO Executive Boards (CEB). Coordinating, producing and promulgating agendas and meeting notes;
 - e. Developing and managing comment resolution matrices for editorial inputs to the strategy, and track and adjudicate comments following draft reviews;
 - f. Providing technical analysis, planning and execution related to document review, approval and release.
 - g. Assist in the development of decision materials for senior leader discussions and decision making evaluations.
 - h. Coordinate and promulgate meeting agendas and notes.

- 4.3. The contractor shall provide strategic planning and policy analyses for SC in the International Engagement Office by:
 - a. Analyzing and assessing National, DoD, Joint, and Navy guidance documents to develop the Maritime SC Policy, which focuses on increasing coordination and integration between Navy, USMC, and United States Coast Guard (USCG) by leveraging a common planning framework;
 - b. Analyzing and assessing National, DoD, Joint, and Navy guidance documents to develop the Campaign Support Plan (CSP), which provides planning guidance to the Navy and describes the Service's contribution to the achievement of Guidance for Employment of the Force (GEF) and Combatant Commander (CCDR) Theater Campaign Plan (TCP) objectives and end states;
 - c. Researching and analyzing relevant DoD, Joint, and Navy SC policy and data sources to explore the retention investment of Navy SC activities and deliver analyses that identify opportunities for increasing Navy SC planning, execution, and assessment efficiency;
 - d. Supporting the N52-led Five Flags International Forum (henceforth referred to as Five Flags), a group comprised

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of Navy Headquarters-level organizations whose missions, functions, and tasks involve routine engagement with international partners. Five Flags provides a forum for the member organizations to meet on a routine basis, share information, and coordinate efforts in order to most effectively engage international partners; and collaboratively develop an international engagement plan that supports the Navy's overarching strategic objectives;

- e. Coordinating across the OPNAV staff the development of a Cooperative Deployment Instruction to provide official guidance on a formalized process to integrate foreign navy vessels into a Carrier Strike Group or Amphibious Ready Group. The instruction shall encompass all activities from selection process to training guidelines and deployment

4.4. The contractor shall provide technical support and policy analyses for SC in the International Engagement Office by:

- a. Researching and analyzing National, DoD, Joint, and Navy guidance documents to assess and refine N52 international engagement selection and prioritization methodologies, such as the Affinity Axis Model (AAM) (a scenario-based tool/methodology to inform CNO and OPNAV senior leadership priorities for engagement with international partners);
- b. Developing methodologies for Global Theater Security Cooperation Management Information System (G-TSCMIS) implementation. Researching and analyzing DoD and Joint guidance to deliver relevant G-TSCMIS technical documentation to include business rules and user policies;
- c. Managing Interim Theater Security Cooperation Management Information System (I-TSCMIS) and G-TSCMIS data bases. Including coordinating with system developers to ensure that future releases reflect the most current changes in DOD and Joint Guidance, coordinating quarterly Navy SC data inputs from designated Navy commands, and providing quality assurance to all Navy SC data;
- d. Guiding and assisting Center for Naval Analyses (CNA) with the researching and analyzing of Navy SC activities and associated funding sources in order to develop a process to efficiently and consistently capture this data using the I-TSCMIS and G-TSCMIS databases. The contractor shall use this information to develop a baseline proposal to measure the return on investment of Navy SC activities.

5. Other Pertinent Information

5.1. Period of Performance

The base period of performance for this requirement is 26 Sept 2013 - 25 Sept 2014. The task order also features two (2) options that are twelve months in length each and consecutively follow the base period of performance.

5.2. Place of Performance

The place of performance is primarily located in the government's facilities at the Pentagon in Arlington, VA. In those exceptional cases when contractor personnel work efforts are performed outside of government facilities due to events which cause these facilities to be inaccessible, performance of appropriate work efforts will be limited to contractor facilities that comply with all requirements of the contract, including but not limited to facilities that comply with applicable security requirements. This work must be UNCLASSIFIED to occur at any location other than the Government site. The contractor shall submit a request to the N3/N5 leadership via the Contracting Officer Representative (COR) prior to contractor personnel commencing any work efforts outside of government facilities.

In accordance with U. S. Navy policy and responsibilities for the implementation of a Navy Continuity of

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Operations (NAVCOOP) in the event of a pandemic that restricts access to the contractors' government facilities place of performance to include the Pentagon, the contractor will be notified by N3/N5 Leadership via the COR that nonnal access has been restricted and to whom such restrictions apply. In that event the contractor shall notify their personnel of the change and direct the personnel the place of performance under applicable level of effort to move to perform the effort at the contractor facilities that comply with all requirements of the contract, including facilities that comply with any applicable security requirements of this contract. The change in place of performance shall remain in effect until notice is given by N3/N5 Leadership via the COR that restrictions to government facilities have been removed.

5.3.Level of Effort (per year):

Labor Categories	Hours
Program Manager	60
Strategy and Policy Professional	
- CS-21 Strategic Planner	1920
- Asia Pacific/Chinese Studies	1920
- Security Cooperation	1920
Operations Research Systems Analyst for SC	1920
Senior Analytic Professional for CS-21	1920
Total	10560

5.4.Government Furnished Equipment/Property/Information

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

5.5.Security Requirements

- a. The highest level of security required for this requirement is Top Secret (TS). See attached DD 254.
- b. All requests by the contractor for non-duty access (outside normal working hours, including federal holidays)

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shall be coordinated through the government's designated personnel for access, and the COR. If any work hours outside of normal business hours (7:00 AM EST through 6:00 PM EST) are anticipated, the COR and/or Contracting Officer must provide authorization

- c. The contractor shall ensure that their personnel comply with restricted area regulations, rules, instructions, directives, procedures, mandates and other requirements. Certain N3/N5 designated office spaces are "off-limits" or restricted. Contractor personnel shall not enter any "off-limits" or restricted spaces within N3/N5's designated office areas without specific permission.
- d. All contractor personnel performing under this contract, or any representative of the contractor entering N3/N5 designated office spaces shall abide by all security regulations, rules, instructions, directives, procedures, mandates and other requirements of the CNO and N3/N5. The contractor shall coordinate with the designated N3/N5 Secretariat representative and COR in order to obtain government-furnished building passes and Common Access Cards (CAC).
- e. The contractor will be entrusted with facility passes, badges and/or the use of access devices for facility access. The contractor shall prohibit the use of government-issued facility passes, badges and/or access devices throughout the facility by any person other than authorized contractor personnel. The contractor shall not permit entrance to locked areas by any person other than contractor personnel assigned to the activity where the contractor is performing work without written authorization by the government's designated security personnel. Facility passes, badges and/or access devices shall only be issued by government personnel to contractor personnel performing services under this contract. The contractor shall immediately report to the government's designated security personnel any occurrences of lost passes, badges and/or access devices.
- f. Identification of Non-Disclosure Requirements. Certain tasks require the contractor personnel to have access to sensitive DoD financial information and information technology functions during the course of normal duties associated with this task order. The contractor shall ensure that all personnel assigned to this task comply with the Non-disclosure Agreement that is part of this order (See Section H of this document) prior to commencing work under this task order. Any work involving SCI will require additional NDAs.

6. Travel

Requirement	Instances	# of Personnel	# of Days	Location
Conf(512)	1	1	3	Colorado Springs, CO
Conf(513)	2	2	3	Newport, RI
Mtgs (52)	8	4-5	N/A	NCR

Travel is required in the performance of this task order to attend conferences, meetings, briefings, and provide training or to conduct site surveys as necessary to accomplish assigned tasks. All travel shall conform to the current Joint Travel Regulations (JTR). Travel expenses invoiced to the government shall be in accordance with the JTR; expenditures that exceed the JTR will not be reimbursed by the Government. The contractor shall obtain COR authorization of all travel 2 weeks prior to the travel occurrence. Estimated total travel amount for above listed sites is \$4,000.00 per year.

7. Labor Category Descriptions- Minimum Qualifications

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7.1.Strategy and Policy Professional

Asia Pacific/Chinese Studies

Minimum Experience: Master's Degree from an accredited graduate university or Service War College majoring in International Relations, Strategic Studies, or government specializing in Asia Pacific or Chinese studies/language, one year experience in government-military planning, and familiarity with current Service, Joint, DoD capstone strategy and policy documents. Experience operating across Echelon 3 or higher staff levels. Desire previous OPNAV or SECNAV experience if possible. Eligible to hold a Top Secret clearance.

Functional Responsibility: Conduct research and strategic analysis for the development of classified and unclassified Asia/Pacific Maritime Strategy documents to include: PowerPoint Briefs, Memoranda, correspondence, and related inputs.

CS-21 Strategic Planner

Minimum Experience: Master's Degree from an accredited graduate university specializing in international relations or government, one year experience in government-military planning, and familiarity with current Service, Joint, DoD capstone strategy and policy documents. Experience operating across Echelon 3 or higher staff levels. Desire previous OPNAV or SECNAV experience if possible. Eligible to hold a Secret clearance.

Functional Responsibility: Conduct research and strategic analysis for the development of classified and unclassified Maritime Strategy documents to include: PowerPoint Briefs, Memoranda, correspondence, and related inputs.

Security Cooperation Strategic Planner

Minimum Experience: Master's Degree from an accredited graduate university, and five years of Echelon 3 experience in strategy, policy, or capabilities/programs. Experience operating across Echelon 3 or higher staff levels. Desire previous OPNAV or SECNAV experience if possible. Eligible to hold a Top Secret clearance.

Functional Responsibility: Provide strategic planning for large projects. Provide overall approach to clarify mission statements so they can be used as springboards in envisioning their desired future. Conduct research and strategic analysis for the development of classified and unclassified documents to include: Strategy and Policy guidance, Navy instructions, PowerPoint Briefs, Memoranda, correspondence, and PAO inputs. Assist in the development of decision materials for senior leader discussions and decision making evaluations. Coordinate and promulgate meeting agendas and notes.

7.2.Operations Research Systems Analyst

Minimum Experience: At least 24 semester hours in a combination of operations research, mathematics, probability, statistics, mathematical logic, science, or subject-matter courses requiring substantial competence in college-level mathematics or statistics. At least 3 of the 24 semester hours must have been in calculus. Master's Degree from an accredited graduate university and five years of progressive Military and DoD experience in Security Cooperation areas to include analysis of National, Joint, DoD and Navy Guidance addressing Security Force Assistance, Maritime Security Cooperation, and regional security cooperation engagement. Must possess experience with mathematical modeling methods and DoD electronic databases, including Theater Security Cooperation Management Information System (TSCMIS). Experience operating across Echelon 3 or higher staff levels. Desire previous OPNAV or SECNAV experience if possible. Eligible to hold a Top Secret clearance.

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Functional Responsibility: Supports the advancement and development of Navy doctrine, strategy, and policy to address security cooperation initiatives and challenges. Provide feedback in support of ongoing initiatives to include: TSCMIS functional testing and implementation, AAM development and usage, CSP development and Five Flags International Forum. Lead efforts to gather consistent Navy SC activities and funding data via TSCMIS for analysis and development of future process to evaluate return on investment. Provide primary support for information papers, assessments and analysis, and briefing development on security cooperation topics and related issues. Coordinate across DoD and Navy for SC related issues and advocacy support. Responsible for delivery of presentations and senior leader products.

7.3.Senior Analytic Professional

Minimum Experience: Master's Degree from an accredited graduate university specializing in international relations or government, ten years' progressive experience in analytic support and DoD program analysis activities, and familiarity with Joint Service, Joint, DOD capstone strategy and policy documents. Experience operating across Echelon 3 or higher staff levels. Desire previous OPNAV or SECNAV experience if possible. Eligible to hold a Top Secret clearance.

Functional Responsibility: Conduct research and strategic analysis for the development of classified and unclassified Maritime Strategy documents to include: PowerPoint Briefs, Memoranda, correspondence, and other inputs. Assist in the development of decision materials for senior leader discussions and decision making evaluations. Coordinate and promulgate meeting agendas and notes.

8. List of Deliverables

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

8.1.General Deliverables:

- a. An initial kick-off meeting to be convened within the first 30 days after award
- b. All deliverables shall include a project management plan, interim (draft) and final report for review and acceptance
- c. The government retains unlimited rights to all data and processes developed for all deliverables. The contractor shall not provide or reference proprietary data to Non-DoD organizations without written permission from the COR
- d. A monthly progress report shall be provided that identifies funding, current and cumulative expenditures in labor hours and dollars, percentage of funds remaining, a task list (date started, progress, finish date, completed), and anticipated future expenditures unless the deliverable matrix requests additional information
- e. Deliverables shall also be provided as virus-free, Microsoft Office 2003 compatible Email attachments, CD ROMs, or in future website portal structure
- f. The contractor shall obtain approval from the COR before releasing any information outside of the DoD that has been stored, generated, or archived relating to this contract

8.2.Specific task deliverables:

Task 4.1 Asia-Pacific Strategy

Task	Item (Up to Top Secret)	Frequency	Level of Inspection	Recipient
4.La	Update senior leaders on global trends and events requiring alterations to regional strategies	4 to 6 times	N3/N5 100%	COR&TA
4.Lb	A report analyzing and promoting key Navy strategy/organizational concepts related to the Defense Strategic Guidance (DSG) -directed rebalance to the Pacific region	Bi-annually	N3/N5 100%	COR&TA
4.Lc	Rep01t on attending conferences, meetings, and other venues. Preparing minutes or after action reports (AARs) and progress reports	Monthly	N3/N5 100%	COR&TA
4.Le	Update leadership on outreach efforts to USMC & Interagency partners	Quarterly	N3/N5 100%	COR&TA

Task 4.2 CS -21

Task	Item (Up to Top Secret)	Frequency	Level of Inspection	Recipient
4.2.a	Briefs and papers on CS-21 Refresh to infotm Navy leadership and other relevant audiences. and to shape development and implementation	Quarterly	N3/N5 100%	COR&TA
4.2.b	Strategic Concept Brief and/or Position Papers	Quarterly	N3/N5 100%	COR&TA
4.2.c	Progress rep01l on completion of CS-21 writing & editing milestones	Quarterly	N3/N5 100%	COR&TA
4.2.d	Develop and update Strategic Planning Process POA&M	Quarterly	N3/N5 100%	COR&TA
4.2.e	Policy Analysis Report	Bi-Annually, drafts due 2 weeks in advance	N3/N5 100%	COR&TA

Task 4.3: Maritime SC Policy Five Flags International Forum

Task	Item (Up to Secret)	Frequency	Level of Inspection	Recipient
4.3.a	Implement the Maritime SC Policy plan to increase coordination and integration between Navy, USMC, and USCG for SC activities conducted in suppo11of CCDR requirements	Quarterly	N3/N5 100%	COR&TA

	leveraging a common planning framework via Memo and POA&M using progress reviews and status reports.			
4.3.b	Deliver a Navy Campaign Support Plan on an annual basis designed to describe the Service contribution to the su-ategic objectives and end states articulated in the GEF and CCDD TCPs.	Annually	N3/N5100%	COR& TA
4.3.c	Deliver a brief, paper, or report that captures the data gathered from Navy commands on SC activities and finding sources. Provide progress of analysis associated with researching a method to assess return on investment and opportunities for increasing Navy SC planning and execution.	Quarterly	N3/N5 100%	COR& TA
4.3.d	Deliver a brief and maintain a calendar for Five Flags organization on a recurring basis in order to provide relevant briefing topics and presentations for consideration.	Monthly	N3/N5 100%	COR&TA
4.3.e	Deliver an OPNAV Cooperative Deployment Insu-uction to formalize the process of integrating foreign navy vessels into a Carrier Su-ike Group or Amphibious Ready Group. Insll'tlction needs to include selection process, training requirements, and deployment guidelines.	Monthly	N3/N5 100%	COR& TA

Task 44 SC Operation Support

Task	Item (Up to Secret)	Frequency	Level of Inspection	Recipient
4.4.a	Deliver a brief, paper. or rep01lon the AAM that sulllllllarizes the process and provides an output of the methodology to infmm OPNAV intemational engagement and security cooperation efforts	Quatterly	N3/N5100%	COR&TA

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4.4.b	Deliver a brief, paper, or report on a regular basis that captures the progress and plan for G-TSCMIS implementation.	Monthly	N3/N5 100%	COR&TA
4.4.c	Deliver a status report on progress of G-TSCMIS continued development and G-TSCMIS SC data from Navy commands.	Quarterly	N3/N5 100%	COR&TA
4Ad	Deliver a brief, paper, or report on a regular basis that captures the progress of the work completed in support of developing a process to efficiently and consistently capture Navy SC activity and funding source data. Include any progress on developing a baseline proposal to measure the return on investment of Navy SC activities.	Quarterly	N3/N5 100%	COR&TA

9. Quality Control

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

- 9.1. Procedures to be implemented to ensure successful completion of tasks identified
- 9.2. Procedures to be implemented to ensure that deliverables, meeting the contractual requirements, are provided in a timely manner
- 9.3. Procedures to be implemented to ensure that tasks are completed in a cost efficient manner
- 9.4. Procedures to be implemented to ensure that the contractor's workforce level of effort and labor mix is effectively managed to ensure that tasks are completed in an efficient and effective manner
- 9.5. Procedures to be implemented to ensure the accurate tracking of labor hours expended in the connection or revision of work that has not met contractual requirements

10. Performance Standards

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

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contractor Quality Control Plan <i>(If required by the contract)</i>	QC activities, inspections, and corrective actions completed as required by the plan.	Inspection by the COR	Within 30 days of Contract Award, or when required for corrective actions.	100% Compliance with the contractor plan.
Task order Deliverables	Task order deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Inspection by the COR	100% inspection of all task order deliverables.	>95% of deliverables submitted timely and without rework required.
Overall Task order Performance	Overall task order performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the COR	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per task order procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

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

10.1 Performance - The COR will measure the contractor's performance by assessing the quality of the services delivered by the contractor. Examples of services delivered include analyses, studies, and reports provided in

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accordance with the Deliverables Matrix. The quality standards are defined as follows:

Successful services are defined as those that conform to the task description provided with minimal rework required of the contractor by the government

Unsuccessful services are defined as those that do not conform with the task descriptions, thereby requiring significant rework by the contractor at the direction of the government

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

Successful delivery is defined as delivery of the Deliverables Matrix and accomplishment of the task milestones at least 95% of the time.

Unsuccessful delivery is defined as delivery of the Deliverables Matrix and accomplishment of the task milestones less than 95% of the time.

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

Successful cost control is defined as performance of the task within the funding allotted for the task

Unsuccessful cost control is defined as exceeding the funding allotted for the task

10A.Business Relations - The COR will assess the integration and coordination of all activity needed to execute the contract, such as timeliness, completeness and quality of problem identification and corrective action plans; the contractor's history of reasonable and cooperative behavior, including timely identification of issues in controversy; customer satisfaction; timely award and management of subcontracts and assessment of whether the contractor is meeting subcontracting goals. The quality standards are defined as follows:

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

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

II.Acronyms

AAM	Affinity Axis Model
AAR	After Action Report
CAC	Common Access Card
CCDR	Combatant Commander
CDFM	Certified Defense Financial Manager
CDRL	Contract Data Requirement List

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CEB	CNO Executive Board
CIMS	Congressional Information Management System
CIVPERS	Civilian Personnel
CNA	Center for Naval Analyses Chief of
CNO	Naval Operations Contracting
COR	Officer Representative
CS-21	21st Century Seapower
CSP	Campaign Support Plan
DNS	Director Navy Staff
DoD	Department of Defense
DoN	Department of the Navy
DSG	Defense Strategic Guidance
FM	Financial Manager
FOIA	Freedom of Information Act
FSA	Fleet Support Activity
G-TSCMIS	Global Theater Security Cooperation Management Information System
GEF	Guidance for Employment of the Force
GFM	Global Force Management
HNN	Host Nation Notification
I-TSCMIS	Future Theater Security Cooperation Management Information System
IA	Information Assurance
IM/IT	Information Management/Information Technology
JS	Joint Staff
JTR	Joint Travel Regulations
MAC	Multiple Award Contract
MILCON	Military Construction
N3/N5	Director Operations, Plans, and Strategy
N51	Director Navy Strategy and Policy
N52	Director International Navy Strategy and Policy
N3/N5B	Deputy Director Navy Operations, Plans, and Strategy
N3/N5S	Director Operations, Plans, and Strategy Secretariat
NAVCOOP	Navy Continuity of Operations

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NDA	Non-Disclosure Agreement
NETWARCOM	Naval Network Warfare Command
NIPR	Non-Secure Internet Protocol Router
NMCI	Navy/Marine Corps Intranet
NSP	Navy Strategic Plan
OPNAV	Deputy Chief of Naval Operations
OPTAR	Operating Target
OSD	Office of the Secretary of Defense
PAO	Public Affairs Office
PBIS	Program Budget Information System
PM	Program Manager
POM	Program Objective Memorandum
PPBE	Planning, Programming, Budgeting and Execution
PR	Program Review
PWS	Performance Work Statement
QCP	Quality Control Plan
QAE	Quality Assurance Evaluator
SC	Security Cooperation
SECNAV	Secretary of the Navy
SIPR	Secure Internet Protocol Router
SLD	Strategic Laydown and Dispersal
TA	Technical Assistant
TCP	Theater Campaign Plan
TSCMIS	Theater Security Cooperation Management Information System
TS	Top Secret/Sensitive Compartmented Information
TV5	Taskers Version 5
USCG	United States Coast Guard
USMC	United States Marine Corps
VTC	Video Teleconference

8. Points of Contact

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CDR W.E. "Wes" Schlauder
Branch Head- OPNAV N3N5FP
Washington DC, 20350
703-692-1852 (Comtn)
wallace.schlauder@navy.mil

Technical Assistants

Tasks, 4.1 and 4.2

Mr. Rob Marshall
Office (703) 614-8151
Robett.w.marshall@navy.mil

Tasks 4.3 and 4.4

CDR Jonathan Jackson
Office (703) 692-8517
jonathan.l.jackson@navy.mil

Contracting Office POC

NAVSUP Fleet Logistics Center Contract Negotiator
Mr. Pete Certo
Office: (215) 697-1017
Fax: (215) 697-9742
Peter.Certo@Navy.mil

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES AND PROVISIONS

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, OPNAV N3/N5.

(End of Provision)

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/26/2013 - 9/25/2014
6000	9/26/2013 - 9/25/2014

CLIN -DELIVERIES OR PERFORMANCE

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

4000	9/26/2013 - 9/25/2014
6000	9/26/2013 - 9/25/2014

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

7000	9/26/2014 - 9/25/2015
7001	9/26/2015 - 9/25/2016
9000	9/26/2014 - 9/25/2015
9001	9/26/2015 - 9/25/2016

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

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
 CDR W.E. "Wes" Schlauder
 Branch Head- OPNAV N3N5FP
 Washington DC, 20350
 703-692-1852 (Conuu)
 wallace.schlauder@navy.mil

CLAUSES AND PROVISIONS

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security that will be required tmder this contract is TOP SECRET (TS) as designated on DD Fmm 254 attached hereto and made a prut hereof

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

The facilities to be utilized in the pelfmmance of this effmt have been cleared to TS levelL

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

COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Conn-actor's facilities or in any other manner communicates with Contractor personnel during the performance of this conn-act 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 Conn-acting Officer, or is pursuant to specific authority othetwise included as a patt of this contract

(c) The Conn-acting Officer is the only person authorized to approve changes in any of the

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

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

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

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

COST VOUCHER

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

N47039

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2404A
Inspect By DoDAAC	**
Ship To Code	**
Ship From Code	**
Mark For Code	**
Service Approver (DoDAAC)	N47039
Service Acceptor (DoDAAC)	N47039
Accept at Other DoDAAC	**
LPO DoDAAC	**
DCAA Auditor DoDAAC	HAA47F
Other DoDAAC(s)	**

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(*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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Wallace.schlauder@navy.mil

(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.

N/A

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

(End of clause)

Accounting Data

SLINID	PR Number	Amount
400001	N4703913RCD7157	611232.00
LLA :		
AA 1731804 11TO 252 47039 B 068892 2D CD7157 4703931N3RAQ		

BASE Funding 611232.00
Cumulative Funding 611232.00

MOD 01

400001	N4703913RCD7157	362236.00
LLA :		
AA 1731804 11TO 252 47039 B 068892 2D CD7157 4703931N3RAQ		

600001	N4703913RCD7157	4397.75
LLA :		
AA 1731804 11TO 252 47039 B 068892 2D CD7157 4703931N3RAQ		

MOD 01 Funding 366633.75
Cumulative Funding 977865.75

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

This contract is incrementally funded and the amount currently available for payment hereunder is limited to \$611,232.00 inclusive of fee. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$611,232.00 shall arise unless additional funds are made available and are incorporated as a modification to this contract.

NOTIFICATION OF A POSSIBLE CONFLICT OF INTEREST

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

- (a) Preventing the existence of conflicting roles that might bias a contractor's judgment; and
- (b) Preventing unfair competitive advantage. In addition to the other situations described in this subpart, an unfair competitive advantage exists where a contractor competing for award of any Federal contract possesses --
 - (1) Proprietary information that was obtained from a Government official without proper authorization; or
 - (2) Source selection information (as defined in 2.101) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.

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

9.505-2(b)

- 1) If a contractor prepares, or assists in preparing, a work statement to be used in competitively acquiring a system or services -- or provides material leading directly, predictably, and without delay to such a work statement -- that contractor may not supply the services unless --
 - (i) It is the sole source;
 - (ii) It has participated in the development and design work; or
 - (iii) More than one contractor has been involved in preparing the work statement.
- 2) Agencies should normally prepare their own work statements. When contractor assistance is necessary, the contractor might often be in a position to favor its own products or capabilities. To overcome the possibility of bias, contractors are prohibited from supplying a system or services acquired on the basis of work statements growing out of their services, unless excepted in subparagraph (b)(1) of this section.
- 3) For the reasons given in 9.505-2(a)(3), no prohibitions are imposed on development and design contractors.

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

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

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

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

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

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

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

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

(b) PPBE Documents and Data

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

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

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

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

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

(e) Non-Disclosure/Non-Use Agreements

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

(A) He/she shall disclose sensitive and/or proprietary information and/or data obtained, received, or learned by him/her as a result of performance of this contract only to contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract.

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

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

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

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

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

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

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

(g) Exception

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

(h) Government Remedy

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

(i) Non-disclosure/Non-Use Agreements

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

(j) Disposal of Documents

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

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SECTION I CONTRACT CLAUSES

52.217-5-EVALUATION OF OPTIONS (JUL 1990)

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

09RA 52.217-9 – Option to Extend the Term of the Contract. (mar 2008)

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

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

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

5237.102(a)(90) NMCARS

"The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>."

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SECTION J LIST OF ATTACHMENTS

Contract Administration Plan

Corporate Experience Info and Past Performance Form

DD254

Quality Assurance Surveillance Plan

Staffing Plan Matrix