

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4129				2. DELIVERY ORDER NO. 0002		3. EFFECTIVE DATE 2009 Sep 29		4. PURCH REQUEST NO. PR 01		5. PRIORITY DO-A3	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110				CODE N00178		7. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A	
9. CONTRACTOR Strategic Insight, Ltd. 1745 Jefferson Davis Hwy, Suite 511 Arlington VA 22202				CODE IDY16		FACILITY 842081259		10. DELIVER TO FOB POINT BY (Date) See Schedule		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
								11. X IF BUSINESS IS		X SMALL	
								12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW		SMALL DISADVANTAGED	
								13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		WOMEN-OWNED	
14. SHIP TO See 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	X	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.								
Strategic Insight, Ltd.				James A. Francis Director of Case Man							
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$2,068,112.00	
				BY: /s/Linda B Kline				09/29/2009 CONTRACTING/ORDERING OFFICER		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		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					
						31. PAYMENT COMPLETE		34. CHECK NUMBER			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						PARTIAL		35. BILL OF LADING NO.			
						FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------	-------

GENERAL INFORMATION

Type of Award:

This is a Cost Plus Fixed Fee (CPFF) Seaport-e Task Order with a Base Period of 12 months and Four (4) Option Periods consisting of 12 months each, for a total of 60 months if all Options are exercised.

Period of Performance:

The period of performance for this task order is: 01 October 2009 through 30 September 2014. This task order shall not be extended, beyond 5 years, to capture any unused ceiling.

Task Order Ceiling:

The total task order ceiling, inclusive of all optional Surge CLINs, is \$12,546,599 and this dollar value shall not be exceeded.

Government Points of Contact for this Task Order:

The Contracting Officer, Contract Specialist, Task Order Manager (TOM), and the Alternate Task Order Manager (ATOM) contact information is shown in Section G. The TOM is W63 Jarod D. Eye and the ATOM is W63 Deanna Kau.

Direct Labor Charges:

Prime: In accordance with Strategic Insight's Proposal, direct charges for Management and Support (M&S) personnel is not allowed.

Subcontractor- EG&G: Direct charges for M&S personnel is allowed.

Strategic Insight, LTD Seaport-e Limitations:

The charts below represent the limitations imposed by the prime's Seaport-e contract:

SI Maximum Pass Through Rate	8.00%
SI Maximum Escalation Rate	3.99%
SI Maximum Fixed Fee	8.00%

Limitations on the Task Order:

Escalation: As proposed, the escalation limits on this order are:

Base Period	Option Yr 1	Option Yr 2	Option Yr 3	Option Yr 4
3.99%	3.75%	3.75%	3.75%	3.75%

Other Direct Costs (ODC):

Prime: In accordance with Strategic Insight's proposal, only travel ODC costs are allowed. No material cost will be allowed.

Subcontractor: EG&G, by the direction from the Prime, did not propose any ODC costs; therefore, no ODC costs will be allowed.

FEE:

Prime: In accordance with Strategic Insight's proposal, fee is limited to 7.5% for the life of this task order.

Subcontractor: In accordance with EG&G's proposal, fee is limited to 7.5% for the life of this task order.

Increment of Funds:

LIMITATION OF LIABILITY

This order is incrementally funded and the amount currently available for payment is limited to \$85,000 inclusive of

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------	-------

fee. It is estimated that these funds will cover the cost of performance from approximately October 01, 2009 through October 22, 2009 and provide for 1,229 labor-hours. 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 \$85,000 shall arise unless additional funds are made available and are incorporated as modification to this contract

Refer to Section G, the clauses: Ddl-H40 FUNDING PROFILE and NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS are provided to reflect the increment of funds attached to this Award.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 1 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF

4000	War Room Strategic Planning, Technical Assessment and Program Support in accordance with the PWS. (Base Period) (TBD)	25154.0 LH	\$1,628,132.00	\$112,298.00	\$1,740,430.00
400001	'W' Department Strategic War Room Support (SCN)				
400002	'W' Department Strategic War Room Support (RDT&E)				
4004	Option Base Year Surge CLIN (TBD) (TBD)	10644.0 LH	\$309,519.00	\$15,559.00	\$325,078.00
4100	War Room Strategic Planning, Technical Assessment and Program Support in accordance with the PWS (Option 1) (TBD) Option	14.0 LY	\$1,686,775.00	\$116,513.00	\$1,803,288.00
4104	Option 1 Surge CLIN (TBD) (TBD) Option	2.8 LY	\$318,730.00	\$16,145.00	\$334,875.00
4200	War Room Strategic Planning, Technical Assessment and Program Support in accordance with the PWS. (Option 2) (TBD) Option	17.6 LY	\$2,104,552.00	\$146,926.00	\$2,251,478.00
4204	Option 2 SURGE CLIN (TBD) (TBD) Option	3.5 LY	\$404,357.00	\$22,415.00	\$426,772.00

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 2 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

4300	War Room Strategic Planning, Technical Assessment and Program Support in accordance with the PWS. (Option 3) (TBD) Option	17.6 LY	\$2,181,794.00	\$152,434.00	\$2,334,228.00
4304	Option 3 Surge CLIN (TBD) (TBD) Option	3.5 LY	\$417,926.00	\$23,255.00	\$441,181.00
4400	War Room Strategic Planning, Technical Assessment and Program Support in accordance with the PWS. (Option 4) (TBD) Option	17.6 LY	\$2,261,948.00	\$158,151.00	\$2,420,099.00
4404	Option 4 Surge CLIN (TBD) (TBD) Option	3.5 LY	\$432,023.00	\$24,128.00	\$456,151.00

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

6000	ODCs in association with CLIN 4000 (Base Period) (TBD)	1.0 Lot	\$2,604.00
6100	ODCs in association with CLIN 4100 (Option 1) (TBD) Option	1.0 Lot	\$2,604.00
6200	ODCs in association with CLIN 4200 (Option 2) (TBD) Option	1.0 Lot	\$2,604.00
6300	ODCs in association with CLIN 4300 (Option 3) (TBD) Option	1.0 Lot	\$2,604.00
6400	ODCs in association with CLIN 4400 (Option 4) (TBD) Option	1.0 Lot	\$2,604.00

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 3 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

USE WHOLE DOLLARS ONLY

All Proposal shall be rounded to the nearest dollar.

NOTE: SURGE:

If the Government determines that an increased level of effort for War Room Support, as shown in Section C, is required; the Government reserves the right to exercise a "Surge" Option CLIN in additional work in accordance with the Performance Work Statement (PWS). The Contracting Officer will provide written notice to the Contractor at least 60 calendar days prior to exercise of the Surge Option Item.

ADDITIONALCLINS/ SLINS

Additional CLINS/SLINS will be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that will be used under this Order. These modifications will not change the overall level of effort, estimated cost, base fee of the Task Order.

LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 4 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

INTRODUCTION

This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section H, Special Contract Requirements, Quality Assurance Surveillance Plan.

C.1 BACKGROUND

The Warfare Systems Department (“W” Dept.) performs systems engineering, software support, and independent validation and verification (IV&V) functions for a variety of Navy systems. W-Department provides a lead role in developing, fielding and sustaining operationally superior Warfare Systems and performing the full spectrum of warfare analysis, research, development, integration, test and evaluation, and certification to provide quality system engineering and war fighting products to the Fleet. These systems include but are not limited to DDG-1000, CG(X), Aegis Modernization, Ballistic Missile Defense, and CVN.

C.2 TASK DESCRIPTION

The contractor shall provide on-site technical, graphics, analysis and administrative support to W Department conforming to the office practices/policies of this department and W10, W20, W30, W40, W50 and W60 divisions. These task/subtasks are covered under section C.2.1 and C.2.2 of the contract.

C.2.1 SCOPE/PROJECT MANAGEMENT SUPPORT

C.2.1.1 The contractor shall institute a war room process to provide an environment for strategic planning, technical assessment, and programmatic war room support to W-Department and all divisions within W. The contractor shall provide war room management, engineering and operational analysis, and day-to-day administrative and graphics support to include technical and operational support in analyzing changes to surface warfare programs and policies, assessing the impacts of these changes, developing plans and strategies to support program requirements, identifying and tracking major technical and programmatic issues, collecting and analyzing appropriate data, and coordinating review of the strategy.

C.2.1.2 The contractor shall assist in the development/maintenance of information/presentations and the development and update of strategies to implement systems engineering decisions. The contractor shall collect, analyze and manage data and assist in the development and presentation of status, information, and decision briefings. (CDRLs A001, A002, A003, A004, A005)

C.2.1.3 The contractor shall provide technical support regarding War Room data requirements and wall orientation, and use of the system engineering tools. Responsible for the research and development of overarching tools to enhance the process across all platforms. Responsible for maintaining

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 5 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

Configuration Management (CM) control for all documentation, assessments, and reports. Responsible for ensuring commonality (agenda, template, testimony and reports) among the Navy programs. Responsible for providing technical writing skills to develop documentation. This requires knowledge of Program Software Development strategy and taxonomy.

C.2.2 VISITOR ACCESS SUPPORT

C.2.2.1 The contractor shall perform administrative tasks to support the secure environment of the W-Dept War room complex(es). This includes personnel access control, war room facility security, and related office operations. The required hours of operation are 0800 - 1600, Monday through Friday, except official Government holidays. Hours may be extended with prior notification from the W-Department Technical Point of Contact to support conferences and seminars being conducted in the war room complex(es).

C.3 MONTHLY PROGRESS REPORT

The contractor shall submit a Monthly Financial Report that is comprised of funds expended to date, labor hours expended to date, billed Other Direct Charges (ODCs), current funding and deliverables. The contractor shall submit a Quarterly Progress Report that is comprised of work accomplished, planned activities, anticipated problems areas, deliverables, meetings and travel. (CDRLs A007 and A008)

C.4 TRAVEL

The contractor shall travel as required to perform this Statement of Work. The contractor shall provide trip reports in accordance with CDRL A006. The following travel is anticipated during the period of performance of this delivery order:

Destination	Number of Trips	Number of Days	Number of Personnel
Washington. D.C.	24	1	1

C.5 PERIOD OF PERFORMANCE:

Intentionally left blank.

C.6 GOVERNMENT FURNISHED OFFICE SPACE

The war room will be established and maintained in spaces provided by the government. Seating will be provided to all full-time employees.

C.7 SECURITY

Access to and generation of classified material shall be in accordance with the DD254 of the basic contract.

C. 8 & C.9 INTENTIONALLY LEFT BLANK

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 6 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

C.10 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS: The Contractor shall ensure that all employees who have a NSWCDD badge and or vehicle sticker turn in the badge and remove the vehicle sticker immediately upon termination of their employment under this order. The Contractor shall advise NSWCDD Physical Security of all changes in their personnel requiring NSWCDD base access.

C.10.1 For involuntarily separated personnel and those separated under adverse circumstances, the Contractor shall notify NSWCDD Physical Security in advance of the date, time, and location where the NSWCDD representative may physically remove the employee's vehicle sticker and retrieve the NSWCDD badge prior to the employee departing the Contractor's facility. In the event the employee is separated in his or her absence, the Contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

C.11 ANNUAL IN-PROGRESS REVIEWS (IPR): The contractor shall prepare In- Progress Reviews to be held annually, at a location mutually agreed upon by the Contractor and the Government. The Contractor's In-Progress Review presentation shall contain, at a minimum, the following written information:

- a. Contract Number, Period of Performance, Total Value
- b. An organization chart listing all personnel who are currently working under the contract. The chart shall show areas of responsibility and lines of control. The chart shall include and identify subcontractor personnel.
- c. Description of each task completed or currently being performed, to include the SOW or Technical Direction Reference Number and a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.
- d. Identification of any administrative problems encountered in performance of the contract.
- e. A graphic depiction of expenditures and labor-hours.

C.11.1 Format. The format for the IPR presentation shall be mutually agreed upon by the Contractor and TOM. Agenda items shall address the status of action items from the previous IPR and pertinent issues. Emergent/future interest items and meetings shall be discussed during the IPR. A listing of Action Items, Meeting Minutes with attached attendance listing which reflects those attending; organization/code; telephone and e-mail address; shall be provided to the Government Representatives by the Contractor within 5 working days of the IPR.

C.12 TECHNICAL INSTRUCTIONS (TIs):

TIs will be periodically issued when additional specific guidance is required. The contractor shall comply with these additional specific requirements, once they are mutually agreed upon. TIs may be issued in support of any of the Contract Sections.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 7 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

C.13 PLAN OF ACTIONS AND MILESTONES (POA&M) REQUIREMENTS:

As requested, the contractor shall develop a POA&M for each work area within the Statement of Work. Statement of Work area is defined as the level of task identified in the SOW/Technical Instruction. The signed POA&M shall be provided electronically to the Contract Specialist and the TOM within twenty one (21) calendar days after issuance of the order, Exercise of Option, Technical Instruction issuance, and/or Modifications to the Technical Instruction or the order which affect the Level of Effort or Dollar Ceilings. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M:

Date POA&M prepared (and revision number if applicable)

Work Area (number and title)

Contract and Task Order Number

POA&M Period Of Performance

Contractor Interfaces/Points Of Contact (technical area):

--Task Manager (name, phone number and email)

--Others as appropriate

Government Interfaces/POC:

--TOM (name and code)

--TA (name and code)

Signatures (each POA&M must be signed by a contractor representative and have the signature block for signature by the TOM and TA)

Estimated manyears for the period of the work area to include subcontractors identified by name and total cost (including fee)

Work summary (a brief description of work supported within this work area) to include a listing of planned deliverables and due dates for each

Travel - total estimated cost; by destination show: number of people, number of days & number of trips.

Estimate of Cost

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 8 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

C.14 CONTRACTOR EXPENSE REPORTING SYSTEM (CERS)

Contractors supporting the Warfare Systems Program Office (WSPO) Code W05 shall use CERS to record funding expenditures. CERS is a browser based web application with the Integrated Budget, Planning and Execution System (IBPES) tool used by W05 for Funds Management, Procurement Allocations, Budgeting, and Out year Planning. Actual expenses, consisting of labor expenses and other expenses (consisting of travel, sub-contracts and any other direct expenses) shall be recorded on a minimum of a monthly basis. Expenses can be recorded more frequently in those cases where billings occur on less than a 30 day billing cycle. In either case, all CERS submittals shall reflect actual voucher billing periods. There are three levels of data that can be reported on for each reporting period. The first level of data that can be reported on for a reporting period is the Labor and Other (consisting of travel, sub-contracts and any other direct expenses) dollars by WBS Element. The second level of data that can be reported on is the hours worked by contractor labor category for each WBS Element. The third level of data is the Labor, Travel and ODC dollars by billing requisition for the reporting period. To support the WSPO Business Office, contractors shall report by WBS Element, this is the first level as described above.

Contractors shall coordinate all requests for CERS training with the Task Order Manager (TOM) for the contract. The TOM will provide the Contractor with the WSPO CERS Procedural Document that provides instructions on how to gain access to CERS.

C.15 INFORMATION SECURITY AND COMPUTER SYSTEM USAGE:

In accordance with U.S. Navy policy, any personnel, including the contractor, who utilizes DODowned systems shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

C.16 USE OF INFORMATION SYSTEM (IS) RESOURCES:

Contractor Provision of IS Resources Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to, computers, software, networks, and addresses. Contractor Use of NSWCDD IS Resources In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority. If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 9 of 30	FINAL
----------------------------------	----------------------------	-----------------	-------

with procedures specified by the IS Security Office. The accreditation shall include TOM certification that the use and access is required by this contract. Connections Between NSWCCD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCCD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCCD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCCD firewall.

C.17 DIGITAL DELIVERY OF DATA:

(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy. (b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

C.18 NON-DISCLOSURE AGREEMENTS:

Contractor personnel may be required to sign non-disclosure statements as applicable to specific PWS tasking. The TOM will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. These agreements will be signed prior to accessing data or providing support that is considered either business or program sensitive. The signed Non-Disclosure Agreements will be endorsed and retained by the TOM.

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the TOM with an inventory and Material Safety Data Sheet (MSDS) for these materials.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 10 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e contract. Some deliveries may contain classified information.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Prime Contractor
- (2) Contract number
- (3) Task Order Number

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 11 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of CONUS-based services will be performed at NSWCDD, Dahlgren, VA by the Task Order Manager (TOM) and in accordance with the attached Contract Data Requirements List shown in Attachment J.1.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 12 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The planned period of performance for each Task Order period is shown below. A final performance schedule will be incorporated at time award.

CLINs		
4000/6000	BASE PERIOD	01October 2009 – 30 September 2010
4004	Surge Base Option	01October 2009 – 30 September 2010
4100/6100	OPTION 1	01October 2010 – 30 September 2011
4104	Surge Option 1	01October 2010 – 30 September 2011
4200/6200	OPTION 2	01October 2011 – 30 September 2012
4204	Surge Option 2	01October 2011 – 30 September 2012
4300/6300	OPTION 3	01October 2012 – 30 September 2013
4304	Surge Option 3	01October 2012 – 30 September 2013
4400/6400	OPTION 4	01October 2013 – 30 September 2014
4404	Surge Option 4	01October 2013 – 30 September 2014

Services to be performed hereunder will be provided at NSWCDD, Dahlgren, VA.

Specific projects/work areas/Technical Instructions may have unique delivery schedules. These schedules will be identified by Technical Instruction and are considered as contractually binding as if they were incorporated herein.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 13 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

The Government plans to include a table as an attachment to this Task Order that identifies, by funded project/work area/Technical Instruction, all applicable ACRNs, SLINs, amounts, appropriation type, expiration date, applicable modnumber, Technical Instruction Number (if applicable), and Government Technical Point of Contact. This attachment will be updated with every modification that affects funding under the Task Order.

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual project/work area or Technical Instruction that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

Procuring Contracting Officer (PCO):

Name: Linda B.Kline

Address:

Dahlgren Division
Naval Surface Warfare Center
Attn: Linda B. Kline CODE: CXS12-1
17632 Dahlgren Road
Dahlgren, Virginia 22448-5100

Phone: (540) 653- 4706; FAX: (540) 653-4089 E-mail: Linda.B.Kline @navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued thereunder and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. 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 part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

Name: Gloria H. Bryant

Address:

Dahlgren Division
Naval Surface Warfare Center
Attn: Gloria H. Bryant
17632 Dahlgren Road
Dahlgren, Virginia 22448-5100

Phone: (540) 653- 7805; FAX: (540) 653- 4039 E-mail: Gloria.H.Bryant@navy.mil

The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 14 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

Administrative Contracting Officer (ACO)

Name: Dennis Sholtis

Address:
DCMA Virginia
10500 Battleview Parkwa
Suite 200
Manassas, VA 20109

Phone: (703) 530-3289; FAX (703) 530-3604

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Task Order Manager (TOM):

Name: Jarod Eye

Address:
Dahlgren Division
Naval Surface Warfare Center
Attn: Jarod Eye
19008 Wayside Drice Bldg 1490
Dahlgren, VA 22448

Phone: (540) 653-1269 E-mail:jarod.eye@navy .mil

(b) The TOM/COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

Alternate Task Order Manager (ATOM):

Name: Deanna Kau

Address:
Dahlgren Division
Naval Surface Warfare Center
Attn: Deanna Kau
5378 3RD Street Bldg 1524
Dahlgren, VA 22448

Phone: (540) 653-5437 E-mail: deanna.kau@navy.mil

Address: (b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this contract.

Ddi-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The Payment Office shall ensure that each payment under this contract is made in accordance with the accountingclassification reference numbers (ACRNs) and SubLine (SLIN) numbers shown on each individual invoice,including attached data.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 15 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SPECIAL INVOICE INSTRUCTIONS

In an effort to utilize funds prior to cancellation and to ensure that funds are expensed in accordance with expenditure benchmarks for the multiple programs funding the task order effort, the contractor shall coordinate invoicing of funds with the TOM/ATOM and the paying office shall disburse funds in accordance with the contractor's invoice.

Ddl-H40 FUNDING PROFILE

This quantity of labor hours is the "Required LOE" as used in the "Level of Effort" clause of this task order. It is also considered as the "work contemplated" as referenced in FAR 52.232-22, Limitation of Funds for incrementally funded periods. The following table details funding to date:

CLIN	Total CPFF	Funds this Action	Previous Funding	Total Funded	Balance Unfunded	Hours
4000	\$ 1,740,430	\$ 85,000	\$ -	\$ 85,000	\$ 1,655,430	1,229
6000	\$ 2,604	\$ -		\$ -		
Total	\$ 1,743,034	\$ 85,000	\$ -	\$ 85,000	\$ 1,655,430	1,229

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CLIN	Est Cost	Fixed Fee	Est. CPFF	EST POP
4000	\$ 79,516	\$ 5,484	\$ 85,000	Oct 22 2009
6000	\$ -	\$ -	\$ -	
Total	\$ 79,516	\$ 5,484	\$ 85,000	

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in the SOW of this order. The total level of effort for the performance of this contract shall be (to be completed at time of award) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The man-hours are listed below. The table below and information for the blanks in paragraphs (a) and (d) are to be completed by the offeror as part of his proposal.

CLIN Regular & Surge	Total	Total Labor-hours	Compensated	Uncompensated
4000/4004	Base Period	35,798	35,798	0

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 16 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

4100/4104	Option 1	30,456	30,456	0
4200/4204	Option 2	37,983	37,983	0
4300/4204	Option 3	37,969	37,969	0
4400/4204	Option 4	37,955	37,955	0
	TOTAL	180,161	180,161	0

(b) Listed above are both compensated and uncompensated man-hours associated with this order. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/ TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately (to be completed at time of award) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \times \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 17 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

(i) **Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing** to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the (k) above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)

(a) For purposes of this delivery order, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee for level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to (to be provide at time of award/option exercise) percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT". If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "FINALIZED FIXED FEE" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEES (LEVEL OF EFFORT) above states that fixed fee payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice. The contractor shall use that rate to invoice fixed fee. This rate could vary by Task Order period (Base Period, Option 1,

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 18 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

etc.).

(b) The clause entitled "ALLOTMENT OF FUNDS" in this Section provides the cumulative amount funded. Separate amounts are provided for Estimated Cost and Fixed Fee. The funded fixed fee is based on the ratio of negotiated Fixed Fee to Estimated Cost in Section B (including Facilities Capital Cost of Money) for the applicable Task Order period. When obligating labor funds, the SeaPort-e software computes, for the Government, separate cumulative cost and fee amounts. These amounts are then used by the Government to complete the "ALLOTMENT OF FUNDS" clause. The contractor is not authorized to invoice in excess of the funded fee dollars shown in the ALLOTMENT OF FUNDS" clause for each Labor CLIN..

FINALIZED FIXED FEE

(a) The fixed fee for each period (Base, Option 1, etc.,) will be finalized based on the total number of hours provided (both compensated and uncompensated/TTA, if applicable). The contractor's report required under subparagraph (i) of the Level of Effort clause above, shall include a certification that hours reported as "compensated" include only those hours compensated at a rate equivalent to, or greater than, each individual's 40-hour rate. This extends to hours performed by subcontractors and consultants.

(b) If 100% or more of both the compensated and uncompensated hours specified in the clause "LEVEL OF EFFORT" (SEA 5252.216-9122) are provided, the contractor will receive the full fixed fee. Uncompensated/TTA hours in excess of the values shown in the "LEVEL OF EFFORT" clause will not be considered.

(c) If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 – The fee will be reduced proportionate to the compensated hours provided – i.e., if 90% of the compensated hours were provided, 90% of the fee will be calculated.

Step 2 – If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e., if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced by 20%.

(d) Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

(e) The above fee reduction process applies to all periods regardless of the level of funding. This task order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost-plus-fixed-fee.

(f) If no uncompensated/TTA hours are reflected in the clause entitled SEA 5252.216-9122 LEVEL OF EFFORT above, the contractor shall certify in that all direct labor under the order was invoiced at undecremented, 40-hour rates. This requirement applies to subcontractors whose labor hours are to be considered in the finalization of fixed fee. These certifications shall be attached to the contractor's report submitted in accordance with subparagraph (i) of the Level of Effort clause.

TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel cost in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs included only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to the relocation.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 19 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

(d) The contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available.
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

Ddi-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary CONUS facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to subcontractors and consultants.

INVOICE INSTRUCTIONS (NAVSEA) (APR 2007)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 20 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

-

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00178</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N00178</u>
Service Approver DODAAC	<u>N00178</u>
Ship To DODAAC	<u>N/A</u>
DCAA Auditor DODAAC	<u>HAA211</u>

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 21 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

LPO DODAAC N/A

Inspection Location N/A

Acceptance Location N/A

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

Contract Specialist: gloria.h.bryant@navy.mil
Task Order Manager: jarod.ey@navy.mil

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the Dahlgren WAWF point of contact Sherry Moore at (540) 653-7499 or sherry.moore@navy.mil, or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

Ddl-G12 POST AWARD MEETING

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 22 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

(a) A Post Award Meeting with the successful offeror will be mutually determined within 30 days after award of the contract. The meeting will be held at NSWCD.

(b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

APPROVED SUBCONTRACTORS

The following subcontractors are approved on this order:

EG&G

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Accounting Data
SLINID  PR Number          Amount
-----
400001  W61000-9260209C        50000.00
LLA :
AA 1721711 A224 252 X3WML 0 068342 2D 000000 23165400602A
Standard Number: N0002409WX20519/AA
RCP JON: 2DWA109W05C6
FY02 SCN OWLD 28 Feb 2010
Funds expire 28 Feb 2010
Work Completion Date (WCD)28 Feb 2010
TPS: NAV2602351
WBS: 1.1.2.1.1.2

400002  W05000-9261243C        35000.00
LLA :
AB 97X4930 NH1E 000 77777 0 000178 2F 000000 21WCV09W05C1
Standard Number: N0002409WX10620/AA
JON: 21WCV09W05C1
FY 09 RDT&E
Funds Expire: 30 Sep 2010
Work Completion Date (WCD)30 SEP 2009
CVN 78
TPS: NSWCVCVN78
WB

BASE Funding 85000.00
Cumulative Funding 85000.00

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CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 23 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

Quality Assurance Surveillance Plan (QASP) Refer to Section J.

MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by start date of task order performance. In addition, all mandatory requirements must be maintained through the life of the order. The mandatory requirements are as follows:

Requirement 1: **Workforce Location:** The key personnel must be located within a 1 Hour driving time of NSWCCD.

Requirement 2: **Personnel Security Clearances:** All personnel shall possess, at minimum, a DoD Industrial Security Clearance of at least SECRET.

KEY LABOR CATEGORIES DESIRED QUALIFICATIONS

Program Manager

It is desired that this individual possess six (6) years of experience in supporting war room management. The program manager requires training, skills and experience necessary to conduct and coordinate contractual activities. This is to include monitoring and reporting contract performance status and metrics, financial coordination and reporting. The Program Manager is also responsible for insuring all CDRLs are delivered in the appropriate format and within the defined schedule.

Senior Systems Engineer

It is desired that this individual possess ten (10) years of training, skills and experience necessary to conduct detailed, complex systems engineering activities associated with Navy warfare systems. This is to include function and system level warfare analysis applied to Navy war-fighting systems.

Senior Warfare Analyst

It is desired that this individual possess ten (10) year of training, skills and experience in identifying the impact of change to warfare policies and programs and developing effective solutions. Have experience in conducting strategic, trade-off, and impact studies to accomplish process improvement, infrastructure reduction, and economies of scale. Experience in providing tactical program/project risk identification, mitigation, and management.

Program Analyst

It is desired that this individual possess five (5) years of experience providing technical support for War Room data requirements Program analyst support which has been acquired in a relevant area such as combat system computer program development/certification/ configuration management.

Technical Illustrator

It is desired that this individual possess demonstrated experience in the use of computer graphic tools to

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 24 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

support complex reports and studies..

Documentation Specialist

It is desired tha this individual posses demonstrated experience in the use of computer generated documentation used to formulate complex reports and studies.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated above to the order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted simultaneously to the Contract Specialist and the Task Order Manager (TOM) and approved prior to the individual being allowed to charge to the order.

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Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

- (a) Requests for post award approval of additional and/or replacement key and non-key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.
- (b) It is desired that resumes be submitted in the format required in solicitation However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.
- (c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.
- (d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total man-year the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
- (f) LEVEL OF SECURITY CLEARANCE
- (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 25 of 30	FINAL
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(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail prescribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to rejection of the resume.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offerors ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format, and forwarded electronically to the Government. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Order N00024- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 26 of 30	FINAL
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- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.
- (d) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (e) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the order. Technical instructions may not be used to: (1) assign additional work under the order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the estimated order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

GOVERNMENT-FURNISHED EQUIPMENT (GFE)

No GFE is to be provided at this time. GFE, if required by the Contractor for the performance of this order and not identified herein shall be identified to the TOM when the requirement is recognized and will be provided on a case basis by order modification.

SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.

Annual Labor Escalation:

Base Period	Option Yr 1	Option Yr 2	Option Yr 3	Option Yr 4
3.99%	3.75%	3.75%	3.75%	3.75%

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 27 of 30	FINAL
----------------------------------	----------------------------	------------------	-------

Maximum Pass-Thru Rate: **8.00%**

Fixed Fee: **7.5%**

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or(ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 28 of 30	FINAL
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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY FULL TEXT:

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

(a)The government may extend the term of this order by unilateral modifications provided that the Government gives the contractor a preliminary notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to an extension.

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

ADDITIONAL SUBCONTRACTS AFTER TASK ORDER AWARD

Section I, Clause 52.244-2 SUBCONTRACTING – ALTERNATE I, does not apply to this order as long as the contractor maintains an approved purchasing system.

The contractor shall electronically notify the Contract Specialist and the TOM in advance of placing any additional subcontracts or modification.

Include the following information:

- Identification of the proposed subcontractor;
- Acknowledgement that the proposed subcontractor is not on the Excluded Parties List (<http://www.epls.gov/>)
- A description of the supplies or services to be subcontracted, along with the location that the supplies or services will be provided and the duration;
- Estimated value;
- Impact on subcontracting goals, and
- Impact on providing the support at the contracted value.

The Government will respond to the notice within five (5) working days.

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SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(f)(1)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(2) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 29 of 30	FINAL
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(b) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

CONTRACT NO. N00178-04-D-4129	DELIVERY ORDER NO. 0002	PAGE 30 of 30	FINAL
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SECTION J LIST OF ATTACHMENTS

J.1 Attachment - CDRL
J.2 Attachment - Award DD 254
J.3 Attachment - Quality Assurance Surveillance Plan
J.4 Attachment - TOM Appt Letter
J.5 Attachment - ATOM Appt Letter

Distribution for Task Order AWARD

EDA:
DCMA, Virginia
DFAS South Entitlement
XDM24I-Comptroller

EMAIL:
W63/Eye, Jarod CIV NSWCCDL
W63/ Kau, Deanna CIV NSWCCDL
W63/ Andrea Wilkins
CX12-5/Bryant, Gloria

Contractor: Strategic Insight, LTD
jhajek@stratsight.com, Jim Hajek, Contracts Manager

File - Original

AID: 116009