

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-06-D-4727				2. DELIVERY ORDER NO. V702		3. EFFECTIVE DATE 2011 Apr 22		4. PURCH REQUEST NO. 1300200749		5. PRIORITY DO-A7		
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022			CODE N65236	7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A	8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)			
9. CONTRACTOR CRA Inc 4401 Ford Avenue 6th Floor Alexandria VA 22302			CODE 4C558	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule			11. X IF BUSINESS IS X SMALL SMALL DISADVANTAGED WOMEN-OWNED				
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G									
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.											
CRA Inc				Cathie O'Donnell Proposal Manager								
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		\$2,225,833.77		
				By: /s/William F Tobin				04/22/2011 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			
f. TELEPHONE					g. E-MAIL ADDRESS		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		34. CHECK NUMBER					
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			31. PAYMENT PARTIAL		35. BILL OF LADING NO.					
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.		

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GENERAL INFORMATION

The awardee is CRA INC N00178-06-D-4727-V702.

CLIN 4001 SLIN 400101 ACRN AA is established for \$1,406,527.97

CLIN 4001 SLIN 400102 ACRN AB is established for \$320,000.00

CLIN 6001 SLIN 600101 ACRN AB is established for \$325,000.00

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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
4001	HQMC Mission Assurance Support Services Program (TBD)	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
400101	ACRN: AA (WCF)				
400102	ACRN: AB (WCF)				
4002	HQMC Mission Assurance Support Services Program (TBD) Option	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]
4003	HQMC Mission Assurance Support Services Program (TBD) Option	1.0 Lot	\$ [REDACTED]	\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6001	HQMC Mission Assurance Support Services Program (TBD)	1.0 Lot	\$ [REDACTED]
600101	ACRN AB (WCF)		
6002	HQMC Mission Assurance Support Services Program (TBD) Option	1.0 Lot	\$ [REDACTED]
6003	HQMC Mission Assurance Support Services Program (TBD) Option	1.0 Lot	\$ [REDACTED]

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: \$ _____* [Contracting officer insert negotiated fixed fee amount]. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause, unless waived. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of _____" * [Contracting officer insert "Cost" or "Funds", as appropriate], the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

*To be completed at time of task order award.

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred to as X, at the estimated

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cost and during the term of this contract specified elsewhere herein:

[Contractor shall insert number of estimated direct labor staff hours]

Total Staff-Hours (X)* Total Prime Staff-Hours Fixed Fee**

*(inclusive of Prime and any proposed Subcontractor(s))

Base Period	_____	_____	_____
Option 1	_____	_____	_____
Option 2	_____	_____	_____
Option 3	_____	_____	_____
Option 4	_____	_____	_____

**Contractor is to identify basis for fixed fee amount: ___ Prime Hours Only ___ Total Staff-Hours

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that ___ staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) 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 from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ratio of fee to the estimated total hours then set forth in the contract.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) 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 DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall separately identify subcontractor information, if any.

ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

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B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is ____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] hours. The ____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] direct labor hours include ____ [Contracting officer insert number of hours at time of award in accordance with successful offeror's proposal] uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \$ _____ [Contracting officer insert dollar amount(s)] per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$2,051,527.97. It is estimated that these funds will cover the cost of performance through 21 APRIL 2012. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (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 \$2,051,527.97 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	CEILING	THIS ACTION	FUNDED	BALANCE
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4001	\$ 1,776,340.77	\$ 1,726,527.97	\$ 1,726,527.97	\$ 49,812.80
6001	\$ 449,493.00	\$ 325,000.00	\$ 325,000.00	\$ 124,493.00
TOTAL	\$ 2,225,833.77	\$ 2,051,527.97	\$ 2,051,527.97	\$ 174,305.80

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

SPAWARSYSCEN-ATLANTIC, Code 51530MK, HQMC Mission Assurance Support Services Program

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Atlantic, MCESS Program is acquiring Programmatic, Management, Training, and Evaluation support services for the Plans Policy and Operations, and Security Division (PS) of Headquarters Marine Corps.

2.0 BACKGROUND

The Plans Policies and Operations, Security Division (PS) of Headquarters Marine Corps is responsible for the coordination, development, articulation, and execution of Marine Corps policies pertaining to Homeland Security / Defense, Mission Assurance support services, Critical Infrastructure Protection (CIP), Mission Assurance, Installation Security and Emergency Preparedness, Operating Force and supporting establishment for Military Police and Law Enforcement, Corrections, Military Working Dogs (MWD), Operations Security, Physical Security, Criminal Investigations, Marine Corps Security Forces (MCSF), Marine Security Guards (MSG), Chemical Biological Incident Response Force (CBIRF); Counter Drug, and Defense Support to Civil Authorities (DSCA). The number of programs and initiatives that the PS Division now supports has grown to the point where exclusive internal management and development is no longer feasible. The PS Division is in need of programmatic support in order to assist in the accomplishment of division responsibilities.

The goal is to provide support that can adequately assist with each area of responsibility. With the additional support, the division will be better able to dedicate their time supporting the Marine Corps and Department of Defense, and most importantly provide programs, training, policies or doctrines within program schedules and quality requirements.

3.0 SCOPE

The objective of this Task Order is to obtain consultation, technical, programmatic, , and training support services to assist and support the Plans Policies and Operations, Security Division (PS) of Headquarters Marine Corps to carry out its duties and responsibilities to deliver coordination, development, articulation, and execution of Marine Corps polices in several functional areas. The range of Task Order span the entire spectrum of mission areas supported by the activities and agencies that comprise the PS Division with skill sets and experience that match the division's need to comply with DoD, non-DoD, Joint, and Federal requirements in order to provide the protection of USMC installations and combatant units and further enhance the ability of USMC installations to respond to incidents that threaten our Nation's security. These shall include assisting with plan development, data support, training development and

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exercise execution, resource management, risk management, security assessment, coordination, and system development support, in order to achieve the goals and objectives directed by the Plans Policies and Operations, Security Division.

4.0 PLACE OF PERFORMANCE

Work shall be primarily performed at the contractor's facility. As needed, tasks may require support at Government facilities. Work is anticipated at the following U.S. Marine Corps locations and the surrounding areas:

- ◆ MCLB Albany
- ◆ MCLB Barstow
- ◆ MCAS Beaufort
- ◆ Blount Island, FL
- ◆ MCAS Cherry Point
- ◆ MCAS Pendleton
- ◆ MCB Pendleton
- ◆ Camp Courtney (Japan)
- ◆ Camp Foster (Japan)
- ◆ Camp Fuji (Japan)
- ◆ MCAS Futenma (Japan)
- ◆ Camp Hansen (Japan)
- ◆ Henderson Hall
- ◆ MCB Quantico
- ◆ MCAS Iwakuni (Japan)
- ◆ MCB Kaneohe Bay
- ◆ Camp Kinser (Japan)
- ◆ MCB Camp Lejeune
- ◆ Maine Barracks 8th & I

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- ◆ MCAS Miramar
- ◆ Mountain Warfare Training Center
- ◆ MCAS New River
- ◆ MCAGCC Twentynine Palms
- ◆ MCRD Parris Island
- ◆ MCCDC Quantico
- ◆ Camp Schwab (Japan)
- ◆ MCRD San Diego
- ◆ MCB Camp Smith
- ◆ MCAS Yuma
- ◆ Headquarters Marine Corps
- ◆ Ft. Bragg, NC

5.0 APPLICABLE DIRECTIVES / REFERENCES

The contractor shall adhere to the following documents in completion of tasks within paragraph 8.0, Performance Requirements:

- ◆ Homeland Security Exercise and Evaluation Program (HSEEP)
- ◆ National Strategy for Homeland Security, July 2002
- ◆ Homeland Security Act of 2002, November 2002
- ◆ HSPD-5, Domestic Incident Management, February 2003
- ◆ HSPD-8, National Preparedness, December 2003
- ◆ National Incident Management System, March 2004
- ◆ National Response Plan, December 2004
- ◆ Training Strategy for OSLDPS [G&T] with Implications for WMD Training, September 2001

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- ◆ Counterterrorism Exercise Sub-Group (CT-ESG) 1996 and 2002 Charters
- ◆ The Joint Training System, A Primer for Leaders, 1998, DOD Publication
- ◆ Joint Training Manual for The Armed Forces of The United States, CJCSM 3500.03, September 2001
- ◆ Joint Training Policy for The Armed Forces of The United States, CJCSI 3500.01B, December 1999
- ◆ Target Capabilities List, 2006
- ◆ Universal Task List, 2006
- ◆ National Preparedness Goal, 2006
- ◆ Marine Corps WMD Test Plan
- ◆ JP 3-0 “Joint Operations”
- ◆ JP 3-07.2 “Joint Tactics, Techniques, and Procedures for Antiterrorism”
- ◆ DTRA, “Force Protection Security Classification Guide”
- ◆ DoD Construction Standards:
 - MIL-HDBK-1013/10: “Design Guidelines for Security Fencing, Gates, Barriers, and Guard Facilities”
 - MIL-HDBK-1013/12: “Evaluation and Selection Analysis of Security Glazing for Protection Against Ballistic, Bomb, Forced Entry Tactics”
 - MIL-HDBK-1013/14: “Selection and Application of Vehicle Barriers”
 - MIL-HDBK-1013/1A: “Design Guidelines for Physical Security of Facilities”
 - “Unified Design Guidance for Entry Control Facilities”
 - OPNAV 5530.13 C: “DON Physical Security Instruction for Conventional Arms, Ammunition, and Explosives (AA&E).”
- ◆ DoD 4160.21-M
- ◆ DoD 5100.76-M
- ◆ DoD 5210.56
- ◆ DoD 5200.8R
- ◆ DoDD 5200.8 Security of DoD Installations
- ◆ DoDD 5100.76

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- ◆ DoDD 5200.8
- ◆ DoDD 8190.3
- ◆ DoDD 2000.12 “DoD Antiterrorism (AT) Program”
- ◆ DoDI 2000.16 “DoD Antiterrorism Program Standards”
- ◆ DoDI 3020.40 “DoD Defense Critical Infrastructure Program”
- ◆ DoDI 6055.17 “DoD Installation Emergency Management
- ◆ DoD O-2000.12-H, “DoD Antiterrorism (AT) Handbook”
- ◆ SECNAVINST 5510.30A
- ◆ SECNAVINST 5510.36
- ◆ NAVSEA OP 5
- ◆ OPNAVINST 5530.13C
- ◆ MCO 1630.4A
- ◆ MCO 3302.1D
- ◆ MCO 4340.1A
- ◆ MCO 5500.6F
- ◆ MCO 5500.18
- ◆ MCO 5510.15A
- ◆ MCO 5580.2
- ◆ MCO P5530.14, Marine Corps Physical Security Program Manual
- ◆ MARADMIN 052/00
- ◆ MARADMIN 220/00
- ◆ MARADMIN 305/00
- ◆ MARADMIN 360/01
- ◆ MARADMIN 362/01

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- ◆ MARADMIN 601/02
- ◆ CMC NAVAL MSG DTG 151425Z OCT 01
- ◆ CMC NAVAL MSG DTG 121647Z SEP 03
- ◆ UFC 4-010-10
- ◆ UFC 4-010-01
- ◆ UFC 4-021-01
- ◆ MIL-HDBK-1013/8
- ◆ MIL-HDBK-1013/11
- ◆ MCPPP 3-02D Combating Terrorism

6.0 SECURITY

Contractor's request for visit authorization shall be submitted in accordance with DOD 5220.22M (Industrial Security Manual for Safeguarding classified Information) not later than one week prior to visit. Request shall be forwarded via Space and Naval Warfare Systems Center Atlantic, (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified COR/Task Order Manager (TOM). All personnel performing classified tasks under this project shall be cleared to a minimum of SECRET.

7.0 TASK ORDER MANAGER/COR

The Contracting Officer's Representative for this Task Order is: Matthew Kent, Code 51530MK, matthew.e.kent@navy.mil, 843-218-3416.

8.0 PERFORMANCE REQUIREMENTS

8.1 Analytical, Doctrinal, and Strategic Planning Support

8.1.1 Security Plans, Policy, and Doctrine Development: The contractor shall provide support to and assist with the development and/or review of concept plans, Marine Corps Orders, Strategic Plans, and Department of Defense doctrine and policy. The contractor shall also provide support services subject matter expertise and administrative support in order to assist HQMC in the Marine Corps planning process.

8.1.2 Security Data Support: The contractor shall provide assistance with development, support and maintenance of the Core Vulnerability Assessment Management Program (CVAMP) and Antiterrorism Enterprise Portal (ATEP).

8.2 Training Support

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8.2.1 Mission Assurance Exercise Support: The contractor shall provide support in the development, design, training, execution and evaluation of exercises to enhance USMC plans, policies, and procedures in response to Mission Assurance support Services), Homeland Defense/Military support to civilian authority (e.g. Pandemic Influenza), weapons of mass destruction (WMD), and critical infrastructure assurance.

8.2.2 Support Services Training Support: The contractor shall provide support to and assist with the development and review of the Marine Corps Mission Assurance Level II training, the Marine Corps Mission Assurance Level II Mobile training team, the Marine Corps Mission Assurance Level III Commander's Course and related spouses training, and the Marine Corps support to the Joint Staff Level IV conference.

8.2.3 National Incident Management System and National Response Plan Training Support: The contractor shall provide support to and assist with the development and delivery of tailored homeland defense and homeland security plans, policy, analysis, and associated training for emergent Marine Corps requirements in support of the NIMS and NRP to include Emergency Operations Center training.

8.2.4 HQMC/Army Joint SUPPORT SERVICES Exercise: The contractor shall provide support in the planning, development, and facilitation of a joint support services Exercise. The exercise shall be a table-top exercise on the topic of responding to a pandemic influenza event. The contractor shall assist HQMC and the Army IMCOM-SE group in developing an exercise purpose, scope, and objectives. The contractor shall attend two planning meetings and assist in producing agendas, attendance rosters, and PowerPoint presentations. The contractor shall facilitate a scenario presentation/exercise and discussion of key response issues. After completion of the exercise, the contractor shall assist HQMC and the Army IMCOM-SE group with the development of an After-Action Report (AAR) and Improvement Action Plan (IAP) that will cover key issues and recommendations recorded from exercise discussions.

8.3 **Program Support (O&MMC)**

8.3.1 Mission Assurance Officer Support: The contractor shall provide Antiterrorism Officer Support for HQMC in assisting with the resource management of contractors providing Mission Assurance Officer support throughout the USMC.

8.3.2 Risk Management Process Development: The contractor shall provide support in the development of a Risk Management Process that can be incorporated for mission assurance assessments at all levels of the Marine Corps.

8.3.3 Mission Assurance Assessment: The contractor shall utilize support Services subject matter expertise in order to assist in the development of an Mission Assurance Assessment team to support HQMC with the assessment of Marine Corps forces, installations, and units in all AT related matters using a risk management process.

8.3.4 Mission Assurance Project Office Support: The contractor shall provide Mission Assurance project support for the Security Division. The contractor's primary role shall be to serve in support of the Security Division's representative for Mission Assurance related programs. This shall include assisting in the identification of critical issues pertaining to development and employment of tactics, techniques, and procedures (TTP) relating to mission assurance, critical infrastructure protection, weapons of mass destruction, law enforcement, homeland defense, and force protection.

8.3.5 Corrections Project Office Support: The contractor shall provide Corrections Program support to the Law Enforcement and Corrections Branch (PSL), Security Division. The contractor shall assist in the coordination of the full range of Marine Corps Corrections, Marine Corps Absentee Collections Unit's (MCACU's) and Deserter Information Point (DIP) requirements to include providing assistance with policy and doctrine development, BRAC ordered integration of services Corrections, BRAC data

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collection, administrative support, and support to installation commanders. The contractor shall assist in the identification of critical issues pertaining to development and employment of Corrections tactics, techniques, and procedures (TTP). The contractor shall also respond to a variety of situations that include attending BRAC meetings, taking inventory of DD 553's and DD616's, and other Corrections administrative issues.

8.3.6 SUPPORT SERVICES Security Support: The contractor shall provide support Services subject matter expertise in order to support HQMC with the development and delivery of tailored homeland defense and homeland security plans, policy, analysis, training, and exercises for emergent Marine Corps requirements.

8.3.7 Courthouse Security Assessment: The contractor shall assess the present efficacy of courthouse security. This effort shall include: meeting with USMS staff to define assessment parameters, format, and measures; reviewing previous assessments or reports on security procedures, assessment of current security operations and protocols for court houses; preparing assessments of court house security and current security procedures at court houses that shall include recommendations for improved operations and security enhancements, which shall include recommendations for surveillance capabilities that could be enhanced by the use of state-of-the-art technology; and drafting revised security protocols and conducting exercises/drills to test those protocols.

8.3.8 Judicial Security Support System Development: The contractor shall assist with the creation of a Judicial Security Support System. This tasking shall include: assisting HQMC in defining parameters, format, and procedures for evaluating and testing current assessment operations; assisting in the review of previous assessments or reports on internal information-gathering and information-sharing operations; assisting in the surveying of current internal information-gathering procedures and operations, including threat database capabilities; providing support to HQMC in the assessment of current information-sharing protocols; providing subject matter expertise to support HQMC in the identification and assessment of technology and efficiencies to complement, integrate, and expedite judicial support information system gathering, analysis, and dissemination of relevant information; assisting in the preparation of criminal and terrorist threat analysis relevant to judicial security mission and mandate; developing recommendations for enhancement of current judicial security structure and business practices; and conduct terrorist threat and *Modus Operandi* (M.O.) training for investigators / analysts and other personnel to enhance judicial security capabilities.

8.3.9 Mission Assurance Support: The contractor shall provide support to HQMC in the evaluation, configuration, and training of mission assurance capabilities.

8.3.10 Mission Assurance Assessment Team Support: Provide direct support to the HQMC Mission Assurance Assessment Team. The contractor shall provide Mission Assurance subject matter expertise to the Mission Assurance Assessment Team (MAAT). These Subject Matter Expert's (SME's) will assist HQMC in the development of the MAAT Concept, Standards & Benchmarks and training requirements for assessing Marine Corps installations, in all Mission Assurance related matters using a standardized risk management process. The contractor's primary role is to supply contractor support for each of the assessment team SME roles, (CIP, CBRNE, PSS, IEM, AT, PSL, and PW, IA, Civil, And Infrastructure Engineer support. These SME's will require TS level security clearance to perform their duties to support this effort. Will require TS level security clearance to perform their duties to support this effort.

9.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide information as necessary to complete tasking.

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10.0 GOVERNMENT FURNISHED MATERIAL

Not Applicable.

11.0 GOVERNMENT FURNISHED EQUIPMENT

Not Applicable.

12.0 CONTRACTOR FURNISHED MATERIAL

Not applicable.

13.0 CONTRACTOR FURNISHED EQUIPMENT

Not applicable.

14.0 TRAVEL REQUIREMENTS

It is estimated that travel to offsite destinations, to include USMC installations, will be required during the life of the Task Order. When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email, to the SPAWARSYSCEN Atlantic Task Order Manager seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval. Failure to gain prior approval may result in disallowance of invoiced travel claims. All travel will be done in accordance with the JTR.

For estimating purposes, anticipate traveling to multiple USMC installations per year. Estimated annual travel requirements would be similar to the following:

Location	# Trips	# Travelers	Duration
Pentagon / Washington DC	9	3	6 days per trip
MCB Quantico, VA	3	3	4 days per trip
MCLB Albany, GA	4	3	6 days per trip
MCAS Cherry Point, NC	4	3	6 days per trip
MCB Camp Lejeune, NC	10	3	6 days per trip
MCRD Parris Island	2	3	6 days per trip
MCAS Beaufort	2	3	6 days per trip
MCLB Barstow	4	3	6 days per trip
MCAGCC 29 Palms, CA	7	3	6 days per trip
MCAS Yuma, AZ	4	3	6 days per trip
MCRD San Diego, CA	6	3	7 days per trip
MCAS Miramar, CA	6	3	7 days per trip
MCB Camp Pendleton	6	3	7 days per trip
MCB Hawaii	7	3	7 days per trip
MCAS Iwakuni, Japan	4	3	9 days per trip
MCB Japan	7	3	9 days per trip

15.0 DELIVERABLES

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- a. Monthly Status Report
- b. Planning Documents
- c. Policy Documents
- d. Analysis / Assessment Reports
- e. Program Schedules and Agendas
- f. After-Action Report (AAR) / Improvement Action Plan (AIP)
- g. Risk Management Documents
- h. CVAMP / ATEP Test Plans
- i. CVAMP / ATEP Requirements Documents
- j. Mission Assurance / SUPPORT SERVICES Initiative Reports
- k. Mission Assurance / SUPPORT SERVICES Requirements Documents
- l. Mission Assurance / SUPPORT SERVICES Vulnerability Documents
- m. Training Manuals
- n. Mission Assurance Table Top Exercise
- o. AT Training Exercise
- p. NIMS and NRP Training Exercise
- q. Pandemic Influenza Table Top Exercise
- r. BRAC Data Reports
- s. Courthouse Security Table Top Exercise
- t. Courthouse Security Protocol Documents
- u. Judicial Security Table Top Exercise
- v. Judicial Security Procedures Documents
- w. Force Protection Table Top Exercise
- x. Mission Assurance Assessment Team Support

16.0 WORKLOAD ESTIMATE

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The following workload data is provided for informational purposes only to assist you in estimating the price of this Task Order.

Number of man-hours: 23,804 per year

Other Direct Costs: \$449,493 per year

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 1 involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave

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determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-718 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

__36 C.F.R. § 1194.21 (Software Applications and operating systems)

__36 C.F.R. § 1194.22 (Web-based and internet information and applications)

__36 C.F.R. § 1194.23 (Telecommunications products)

__36 C.F.R. § 1194.24 (Video and multimedia products)

__36 C.F.R. § 1194.25 (Self contained, closed products)

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__36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

(End of specification)

C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

___ The EIT to be provided under this contract has been designated as a National Security System.

___ The EIT acquired by the contractor is incidental to this contract.

___ The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

___ The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

___ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

___ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

a. The deliverables under this task order will be consistently technically accurate.

b. The services delivered under this task order will be consistently of high quality.

c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost

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reimbursement task orders).

d. The contractor will be consistently responsive to Government customers in its performance of this task order.

e. For the purposes of this plan, “consistently” is defined as “generally holding true”, “persistently over time”, and/or “overall uniformly”.

(3) Evaluation Methods: The TOM will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. Determines the contractor’s ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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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

E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4001	4/22/2011 - 4/21/2012
6001	4/22/2011 - 4/21/2012

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

4002	4/22/2012 - 4/21/2013
4003	4/22/2013 - 4/21/2014
6002	4/22/2012 - 4/21/2013
6003	4/22/2013 - 4/22/2014

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

G-314 TYPE OF CONTRACT (DEC 1999)

This is a CPFF task order.

G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S240A DCMA VIRGINIA
DCAA Auditor	Code HAA722 DCAA SPRINGFIELD Branch Office
Service Approver	Code N65236
Pay by	Code HQ0338 DFAS COLUMBUS, SOUTH ENTITLEMENT OPS

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed,

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invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Robert Meddick
Code: 8.6.2
Address: PO Box 190022, N. Charleston, SC 29419
Phone: (843) 218-5115
Email: robert.meddick@navy.mil

```
Accounting Data
SLINID  PR Number      Amount
-----
400101  1300200749        1406527.97
LLA :
AA 1711106 BSS1 252 00027 067443 2D M00090 1RC00090CSPA
Standard Number: M0009011RC00090/AA
NWA: 100000481064 0010
ALL PWS

400102  1300200749        320000.00
LLA :
AB 1711106 1A1A 252 00027 067443 2D M00090 1RC00081OCSN
Standard Number: M0009011RC00081/AA
NWA: 100000481065 0010
ALL PWS

600101  1300200749        325000.00
LLA :
AB 1711106 1A1A 252 00027 067443 2D M00090 1RC00081OCSN
Standard Number: M0009011RC00081/AA
NWA: 100000481065 0010
ODCs
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BASE Funding 2051527.97
Cumulative Funding 2051527.97

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

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(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b) (1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a

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mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

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EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)

- (a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

- (b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

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(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

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(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

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(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

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SECTION I CONTRACT CLAUSES

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 within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

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

(a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

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SECTION J LIST OF ATTACHMENTS

DD254

CDRLs

PP REF

PPQ

COST PROPOSAL

COST DATA

RATE CHECK

Personnel Qualifications