

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-05-D-4535	2. DELIVERY ORDER NO. EX01	3. EFFECTIVE DATE 09/28/2006	4. PURCHASE REQUEST NO. N00140-06-NR-55664
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5. ISSUED BY FISC Norfolk, Contracting Dept Philadelphia Joanne K Reinert 204.31F 700 Robbins Avenue, Bldg. 2B Philadelphia, PA 19111-5083 joanne.reinert@navy.mil 215-697-9678 Ext.	CODE N00140	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS, VA 20109-2342	CODE S2404A
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7. CONTRACTOR RNB Technologies, Inc. 292 Garrisonville Rd Suite 201 Stafford, VA 22556-6459	CODE 1NCQO	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	CODE HQ0338
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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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.

RNB Technologies, Inc.

Nell Oxendine,  
Executive Vice Presi

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA See Section G
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15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*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.	21. UNITED STATES OF AMERICA By: Rosemary J McWilliams CONTRACTING/ORDERING OFFICER	09/28/2006	22. TOTAL \$414,975.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

## GENERAL INFORMATION

Issued amendments were for the following purposes:

0001 -- Changed the time for receipt of submissions to 4 p.m. on 12 Sep.

0002 -- Changed the NTE Travel amounts to \$9,500.00.

0003 -- Changed Section M language.

0004 -- Changed the closing date to 14 Sep 06. Also, changed the OCI clause.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Acquisition \$1,253,283  
Expertise Support  
Services

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1000AA	BASE PERIOD - Acquisition Expertise Support Services to assist the Office of the Deputy Assistant Secretary of the Navy for Acquisition Management (DASN(ACQ)) Program Analysis and Business Transformation (PABT) Division in the interpretation and implementation of acquisition and contracting policies and procedures, in accordance with the Performance Work Statement. The Period of Performance is 28 Sep 06 through 27 Sep 07. [CSS funds]. (OTHER)	1.0 Lot	\$405,475	\$0	\$405,475
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Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1000AB	OPTION PERIOD I - Acquisition Expertise Support Services to assist the Office of the Deputy Assistant Secretary of the Navy for Acquisition Management (DASN(ACQ)) Program Analysis and Business Transformation (PABT) Division in the interpretation and implementation of acquisition and contracting policies and procedures, in accordance with the Performance Work Statement. The Period of Performance is 28 Sep 07 through 27 Sep 08. [CSS funds]. (OTHER) Option	1.0 Lot	\$417,639	\$0	\$417,639
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Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
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1000AC	OPTION PERIOD II - Acquisition Expertise Support Services to assist the Office of the Deputy Assistant Secretary of the Navy for Acquisition Management (DASN(ACQ)) Program Analysis and Business Transformation (PABT) Division in the interpretation and implementation of acquisition and contracting policies and procedures, in accordance with the Performance Work Statement. The Period of Performance is 28 Sep 08 through 27 Sep 09. [CSS funds]. (OTHER) Option	1.0 Lot	\$430,169	\$0	\$430,169
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For Cost Type Items:

4000	Acquisition Expertise Support Services to assist the Office of the Deputy Assistant Secretary of the Navy for Acquisition Management (DASN(ACQ)) Program Analysis and Business Transformation (PABT) Division. Specifically, the interpretation and implementation of acquisition and contracting policies and procedures, in accordance with the Performance Work Statement. The Period of Performance is 25 Sep 09 through 24 Sep 10. [CSS funds].				\$899,440
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Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000AA	OPTION PERIOD III - Acquisition Expertise Support Services to assist the Office of the Deputy Assistant Secretary of the Navy for Acquisition Management (DASN(ACQ)) Program Analysis and Business Transformation (PABT) Division in the	1.0 Lot	\$443,074	\$0	\$443,074

interpretation  
and  
implementation of  
acquisition and  
contracting  
policies and  
procedures, in  
accordance with  
the Performance  
Work Statement.  
The Period of  
Performance is 28  
Sep 09 through 27  
Sep 10. [CSS  
funds]. (OTHER)  
Option

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000AB	OPTION PERIOD IV - Acquisition Expertise Support Services to assist the Office of the Deputy Assistant Secretary of the Navy for Acquisition Management (DASN(ACQ)) Program Analysis and Business Transformation (PABT) Division in the interpretation and implementation of acquisition and contracting policies and procedures, in accordance with the Performance Work Statement. The Period of Performance is 28 Sep 10 through 27 Sep 11. [CSS funds]. (OTHER) Option	1.0 Lot	\$456,366	\$0	\$456,366

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Costs (ODCs) incurred (travel, material) during the performamnce of tasks under CLIN 1000.		\$28,500
3000AA	BASE PERIOD. Other Direct Costs (ODCs) incurred (travel, material) during the performance of tasks under CLIN 1000AA. Period of performance is 28 Sep 06 through 27 Sep 07. Non-fee bearing. Not to exceed \$9,500.00. [CSS funds]. (OTHER)	1.0 Lot	\$9,500
3000AB	OPTION PERIOD I. Other Direct Costs (ODCs) incurred (travel,	1.0 Lot	\$9,500

material) during the performance of tasks under CLIN 1000AB. Period of performance is 28 Sep 07 through 27 Sep 08. Non-fee bearing. Not to exceed \$9,500.00. [CSS funds]. (OTHER) Option

3000AC	OPTION PERIOD II. Other Direct Costs (ODCs) incurred (travel, material) during the performance of tasks under CLIN 1000AC. Period of performance is 28 Sep 08 through 27 Sep 09. Non-fee bearing. Not to exceed \$9,500.00. [CSS funds]. (OTHER) Option	1.0 Lot	\$9,500
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For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000	Other Direct Costs (ODCs) incurred (travel, material) during the performance of tasks under CLIN 4000.		\$19,000
6000AA	OPTION PERIOD III. Other Direct Costs (ODCs) incurred (travel, material) during the performance of tasks under CLIN 4000AA. Period of performance is 28 Sep 09 through 27 Sep 10. Non-fee bearing. Not to exceed \$9,500.00. [CSS funds]. (OTHER) Option	1.0 Lot	\$9,500
6000AB	OPTION PERIOD IV. Other Direct Costs (ODCs) incurred (travel, material) during the performance of tasks under CLIN 4000AB. Period of performance is 28 Sep 10 through 27 Sep 11. Non-fee bearing. Not to exceed \$9,500.00. [CSS funds]. (OTHER) Option	1.0 Lot	\$9,500

The level of effort for the performance of this order is based upon an anticipated total estimated level of effort of 2,964 hours of direct labor for the Base Year and 2,964 hours for each option year. The estimated composition of the 2,964 hours can be found in the chart below.

Labor Category Level of Effort (hours)

Senior Advisor 988

Principal Analyst 1,976

Total Level of Effort: 2,964

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### DASN (ACQ) Program Analysis and Business Transformation Division Support

#### Acquisition Support

#### Performance Work Statement

#### Scope:

1. One full time Principal Analyst on-site at the DASN (ACQ) office
2. One half time Senior Advisor

#### Objectives:

Technical support services that support the mission and daily operations of the DASN (ACQ) office by performing non-governmental tasks in response to the full spectrum of responsibilities, initiatives, projects, tasks, and activities of the enterprise. The contractor shall perform studies and analyses, as required, in accordance with written directives to be issued by the technical points-of-contact.

#### Background:

The Office of the Deputy Assistant Secretary of the Navy for Acquisition Management (DASN (ACQ)) supports the Office of the Assistant Secretary of the Navy (Research, Development and Acquisition) (ASN (RDA)). ASN (RDA), in partnership with industry, serves the Nation by developing, acquiring and supporting technically superior and affordable systems for Navy, Marine Corps, Joint, and Allied Forces. DASN (ACQ) is the focal point in the Department of the Navy (DoN) on all matters pertaining to acquisition and business management. The DASN (ACQ) office serves as the core change agent for acquisition in the Department of the Navy (DoN). The DASN (ACQ) office is responsible for assisting the acquisition workforce in implementing acquisition policy and guidance and improving business practices that increase the speed of delivery, increase the quality, achieve greater affordability of major weapon system products, services and decisions supporting national and military objectives.

#### Task Description:

##### 1) Acquisition Expertise

The contractor shall support DASN (ACQ) by providing acquisition expertise and counsel in DoN acquisition to the DASN (ACQ) staff and DoN acquisition workforce. The contractor shall support all aspects necessary to successfully fulfill these tasks including but not limited to:

- System and Service Acquisition
  - o Program Management
  - o Contracting and Procurement
  - o Requirements and Budgeting
  - o Systems Engineering
- Business Transformation
  - o Strategic and Tactical Planning
  - o Organizational Change
  - o Best practices

##### 2) Acquisition Program Assessments

The contractor shall support DASN (ACQ) by coordinating and leading independent expert assessments of DoN acquisition programs. These assessments will be in support of both program managers and in support of ASN (RD&A). This will require identifying the unique acquisition expertise needed for the specific program. This does not include the full staffing of the assessment teams. The contractor shall support all aspects necessary to successfully fulfill these tasks including but not limited to:

- Planning & Coordination

- o Program Assessment
- o Research
- o Planning/Scheduling
- o Identifying Required Expertise
- o Identifying strategies, processes and tools
- Execution
- o In-briefing Subject Matter Expertise (government and contractor)
- o Conducting Assist Visits
- o Producing Documentation
- Follow-up
- o Capture and disseminate lessons learned
- o Maintain performance metrics

### 3) Acquisition Initiative, Policy, and Staff Support

The contractor shall support DASN (ACQ) by assisting in the development, implementation, and assessment of acquisition initiatives, by assisting in the development and assessment of DoN acquisition policy, and by supporting Secretariat staff actions. The contractor shall support all aspects necessary to successfully fulfill these tasks including but not limited to:

- Support DoD and DoN Initiative Implementation
- o Support DoN Policy development
- o Support development of implementation guidance
- o Provide support to PEOs and program offices for implementation
- o Attend meetings on behalf of DASN(ACQ)
- o Help monitor progress and provide feedback for improvement
- Support Policy Analysis and Evaluation
- o Policy Change Advise and Coordination
- o Metrics, Analysis, and Assessment
- &#61607; Overall Acquisition System
- &#61607; Acquisition Initiatives
- &#61607; ACAT Programs
- Provide support to respond to Congressional and Staff Actions
- Provide support to respond to GAO and Navy Audit Service reports as required

#### Labor Category Qualifications:

##### Senior Advisor

- DoD Program Executive Officer (PEO) experience in guiding acquisition program execution, Flag/SES background
- DAWIA certification in Program Management at Level 3
- o Second certification in Systems Production Research & Development desired
- Experience working with and supporting the DoN Acquisition Secretariat
- Industry Program Management experience
- Experience as team leader for Independent Expert Program Reviews utilizing a documented and structured process

- Shall have a minimum of 10 years of program management (PEO, deputy PEO, PM, deputy PM) experience, 4 years of which at the PEO/Deputy PEO level.

The Senior Advisor is responsible for providing a PEO perspective on all aspects of the task description. The Senior Advisor will provide PEO and PM experiential knowledge of the major DoD decision making processes, acquisition policy, acquisition program execution, and acquisition portfolio management.

#### Principal Analyst

- DoD Major Program Manager (PM) experience in acquisition program execution
- DAWIA certification in Program Management at Level 3
  - o Second certification in Systems Production Research & Development desired
- Industry Program management experience
- Experience as team leader for Independent Expert Program Reviews utilizing a documented and structured process
- Experience briefing and interfacing with Senior Level DoD and Industry executives
- Shall have a minimum of 4 years of program management experience at the PM/deputy PM level.

The Principal Analyst is responsible for providing a PM perspective on all aspects of the task description. The Principal Analyst will provide PM experiential knowledge of the major DoD decision making processes, acquisition policy, acquisition program execution, and acquisition portfolio management.

#### General Management

The contractor shall document efforts and projected work activities using a commercial best practice work breakdown structure methodology inclusive of appropriate metrics and measures to reflect execution status, program direction and health. The contractor shall provide the management and technical capacity and capability to receive, incorporate and execute directed requirements and changes from the government allowed within the scope and character of the work efforts. The contractor shall provide periodic program and technical reviews. The contractor shall support all aspects of program management necessary to successfully execute the contract.

#### Deliverables

The contractor shall provide monthly reports describing work accomplishments, work planned for the upcoming period, problems/concerns, problem resolutions taken, and currently unresolved problems/issues, and a financial summary. The contractor shall collect metrics (number, level of effort, and cycle time) on each type of service provided and include monthly and cumulative amounts as part of the monthly status report.

Upon completion of the task order, the contractor shall provide a status report describing the tasks completed under this contract.

The contractor shall detail the amount of funds and hours expended by labor category during the 30-day reporting period. Certificate of Performance is required under this task order. The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract. The Contractor shall provide written notice to the Contracting Officer when he has performed 75% of the hours under a given option.

Packaging and marking of all deliverables shall be in accordance with the best commercial practice necessary to ensure safe and timely delivery at destination. All data and correspondence submitted to the COR shall reference the contractor's company name, contractor point of contact, contract number, task order, and the name(s) of the COR as appropriate. Deliverables provided in electronic format shall comply with the accepted standards (e.g. applications, platforms, database formats, and engineering tools) in use by the COR at the time of performance, unless otherwise directed.

#### Place of Performance:

The services are to be primarily performed in the DASN (ACQ) Pentagon office in Washington, DC.

Program assessments will take place at the program office, prime contractor, or other locations appropriate for the review.

Travel Requirements:

Travel is anticipated in support of program reviews. All travel must be identified in advance and approved by the COR.

Security Requirements:

This task is primarily at the UNCLASSIFIED Level. Some program reviews may require access to classified information. Contractor's request for visit authorization shall be submitted in accordance with (IAW) DOD 5220.22M (Industrial Security Manual for Safeguard of Classified Information) not later than one (1) week prior to visit Requests shall be forwarded to the COR.

The Contractor shall provide personnel who possess a Secret security clearance to allow access to various facilities and activities that may require clearances.

Some program information handled may be proprietary. Personnel working with such information will be required to sign non-disclosure agreements.

Information handled may be subject to Privacy Act. All personnel assigned to this task must be familiar with, and comply with, appropriate Navy and DoD regulations and/or instructions concerning Privacy Act Information.

Government Furnished Information, Equipment, Material, and Services:

The Government will supply documentation deemed necessary by the COR.

For those personnel collocated in the DASN (ACQ) office space, the Government will provide a workspace and an NMCI account and workstation.

Contractor Furnished Equipment and Material:

The contractor shall furnish all other equipment and facilities necessary for performance.

Acceptance Plan:

Contractor will submit one copy of the final version of the monthly progress report directly to the COR.

REQUIRED STANDARD OF WORKMANSHIP (FISC DET PHILA)(OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

REIMBURSEMENT OF TRAVEL COSTS (FISC DET PHILA) (OCT 1998)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task

assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Contracting Officer. Such authorization by the Contracting Officer shall be indicated in the Contract, the Technical Direction Letters (TDLs) or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the TDLs or in some other suitable written form. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized on the TDLs or in some other suitable written form, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

#### ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES

As used in this clause, the term "material" includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer.

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SECTION D PACKAGING AND MARKING

## SECTION E INSPECTION AND ACCEPTANCE

### SECTION E

The following clauses are hereby incorporated into section E by reference:

52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

INSPECTION AND ACCEPTANCE (SERVICES) (FISC DET PHILA) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the Contracting Officer's Representative (COR) or other authorized Government representative.

## SECTION F DELIVERIES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1000AA	9/28/2006 - 9/27/2007
3000AA	9/28/2006 - 9/27/2007

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

1000AB	9/28/2007 - 9/27/2008
1000AC	9/28/2008 - 9/27/2009
3000AB	9/28/2007 - 9/27/2008
3000AC	9/28/2008 - 9/27/2009
4000AA	9/28/2009 - 9/27/2010
4000AB	9/28/2010 - 9/27/2011
6000AA	9/28/2009 - 9/27/2010
6000AB	9/28/2010 - 9/27/2011

### SECTION F

The following clauses are hereby incorporated into section F by reference:

Clause No. Title

52.242-15 Stop-Work Order (AUG 1989)

52.242-17 Government Delay of Work (APR 1984)

DELIVERY OF DATA (FISC DET PHILA) (OCT 1992)

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) found in Exhibit A, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

### PLACE OF DELIVERY OF SERVICES

The place of performance of the services is in the Washington DC Metropolitan Area. The Government intends to provide office space to the Contractor.

### DURATION OF CONTRACT PERIOD (FISC DET PHILA) (OCT 1992)

(a) This contract shall become effective on date of award and shall continue in effect during the period ending 12 months after date of contract award unless terminated or extended in accordance with other provisions herein.

(b) Subject to the provisions of the "Limitation of Costs" clause and the "Level of Effort" clause, the Contractor shall not be required to perform any work under this contract beyond the performance period set forth above unless such period is extended in writing by mutual agreement prior to the expiration date specified in the contract.

## SECTION G CONTRACT ADMINISTRATION DATA

### Accounting Data

SLINID	PR Number	Amount
1000AA	N4814206RCDA011	405475.00
LLA :		
AA 1761804 12UD 251 48142 C 068892 2D CDA011 481426C251Q		
1761804 12UD 251 48142 C 068892 2D CDA011 481426C251Q		
3000AA	N4814206RCDA011	9500.00
LLA :		
AA 1761804 12UD 251 48142 C 068892 2D CDA011 481426C251Q		
1761804 12UD 251 48142 C 068892 2D CDA011 481426C251Q		

Task Order Manager  
Woodworth P Glennie, DASN (ACQ)  
1000 Navy Pentagon  
Washington, DC 20350-1000  
page.glennie@navy.mil  
703-693-4019

## SECTION G

### WAWF INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <http://wawftraining.com>.

A separate invoice will be prepared for every month. Do not combine the payment claims for services provided under this contract.

Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding ASN (M&RA) is provided for completion of the invoice in WAWF:

Issuing Office DODAAC: N00140

Admin DODAAC: S2404A

Inspector DODAAC: N48142

Acceptor DODAAC: N48142

LPO DODAAC: N48142

Pay DODAAC: HQ0338

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

Email Notification for Wide Area Work Flow

The contractor shall include the following list in the Email notification option for each invoice submitted in Wide Area Work Flow:

Page Glennie, Program Manager [page.glennie@navy.mil](mailto:page.glennie@navy.mil) 703-693-4019 Role: Acceptor

52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)

a) Method of payment.

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal

Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

#### 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

#### COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

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

Rose McWilliams

FISC Norfolk DET Philadelphia

700 Robbins Ave., Bldg. 2B

Philadelphia, PA. 19111-5083

(215) 697-9740

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Page Glennie

Program Manager

OASN (RD&A) DASN (ACQ)

1000 Navy Pentagon

Washington, D.C. 20350-1000

(703)693-4109

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

\_\_\_\_\_ To be announced

NAME CODE

\_\_\_\_\_ MAIL ADDRESS

\_\_\_\_\_ TELEPHONE NUMBER

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract, or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract.

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

#### COST ACCOUNTING STANDARDS ADMINISTRATION

A copy of this contract has been furnished to the Contract Administration Office cognizant of the Contractor's facility for administration of the Cost Accounting Standards provisions contained herein.

NOTE: The following clause will be included in task orders awarded to Large Businesses. If the contractor is a Large Business, the Small Business Subcontracting Plan submitted in accordance with this clause (in accordance with Section L, "Instructions for Submissions of Quotes" Provision.

#### SUBCONTRACTING PLAN - INCORPORATED (FISC DET PHILA) (OCT 1992)

In accordance with FAR 19.702, the contractor has submitted a subcontracting plan which has been reviewed and approved by the contracting officer. The plan is hereby incorporated into this award as Attachment \_\_\_. The ACO is hereby delegated authority to monitor implementation of this plan.

The Contractor shall provide a copy of all SF 294s, Subcontracting Reports for Individual Contracts, and SF 295s, Summary Subcontracting Reports, associated with the contract to The Fleet and Industrial Supply Center (FISC) Norfolk Detachment Philadelphia, 700 Robbins Avenue, Building 2B, Philadelphia, PA 19111-5083, Attn: Code 204.3A.

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### ORGANIZATIONAL CONFLICT OF INTEREST

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

(a) Purpose. This clause seeks to ensure that the contractor is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the services provided under Performance Work Statement .

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" are as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" services are as defined in FAR 31.205-33(a).

(7) "Contractor," for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

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

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

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

well as any major component or subassembly of such system.

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

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

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

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

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

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists

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

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

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

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

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

#### DRUG-FREE WORK FORCE (DFARS 252.223-7004) (SEP 1988)

##### (a) Definitions.

- (1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.
- (2) "Illegal drugs," as used in this clause, means controlled substances included in Schedule I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing-

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs," (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

#### SUBSTITUTION OR ADDITION OF PERSONNEL (NAVSUP 5252.237-9400) (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that, during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the

person being replaced.

(e) 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 offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

#### PERSONNEL QUALIFICATIONS (NAVSUP 5252.237-9401)(JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of the Contractor, a written agreement from potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery/task orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonable ensure the ability for effective and efficient performance.

#### LABOR CATEGORIES -- MINIMUM REQUIREMENTS

Senior Advisor – As set forth within the Performance Work Statement under the Section entitled, Labor Category Qualifications

Principal Analyst – As set forth within the Performance Work Statement under the Section entitled, Labor Category Qualifications

## SECTION I CONTRACT CLAUSES

Note: All provisions of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following (provided in full text):

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 5 days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days prior to contract expiration. 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 5 years.

### SECURITY REQUIREMENTS (FAR 52.204-2)(AUG 1996)

- (a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."
- (b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual, and (2) any revisions to that manual, notice of which has been furnished to the Contractor.
- (c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.
- (d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

### Personal Identity Verification of Contractor Personnel (JAN 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

## SECTION J LIST OF ATTACHMENTS

Establishes the creation of DD Form 254, Contract Security Classification Specification, which appears as Attachment I to solicitation N00024-06-R-3626.

Establishes the creation of DD Form 1423, Contract Data Requirements List (CDRL), which appears as Exhibit A to solicitation N00024-06-R-3626.