AMENDMENT OF SOLICITATION/I	MODIFICATION OF CONTR	ACT	1. CONTR	RACT ID CODE U		PAGE 1	OF PAGES
2. AMENDMENT/MODIFICATION NO. 30	3. EFFECTIVE DATE 20-Mar-2014	-		PURCHASE REQ. NO. 00411043	5. PR	OJECT NO. (I ′If applicable) A
6. ISSUED BY CO	DDE N65236	7. ADI	MINISTERE	D BY (If other than Item 6)	COD	ÞΕ	S0514A
SPAWAR-Systems Center Lant (CHF	RL)	-	DCM	A SAN DIEGO			
P.O. BOX 190022			7675	DAGGET STREET, SU	ITE 20	0	
North Charleston SC 29419-9022			SAN I	DIEGO CA 92111-2241			
shauna.tangemann@navy.mil 843-21	8-4874						
		1					
8. NAME AND ADDRESS OF CONTRACTOR (N	o., street, county, State, and Zip Code)	II.		9A. AMENDMENT OF SOL	ICITATIO	ON NO.	
Cubic Applications Inc.							
4055 Hancock Street, Suite 115				OD DATED (OFF ITEM A			
San Diego CA 92110-5107				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF C	ONTRA	CT/ORDER N	<u></u>
			[X]			01,011,021,11	·
			[74]	N00178-05-D-426	5-V70	1	
				10B. DATED (SEE ITEM 1			
CAGE 00BW7	FACILITY CODE			23-Sep-2009			
	THIS ITEM ONLY APPLIES TO	AMEND	MENTS (DF SOLICITATIONS			
(a) By completing Items 8 and 15, and returning o separate letter or telegram which includes a refer PLACE DESIGNATED FOR THE RECEIPT OF Of amendment you desire to change an offer already and this amendment, and is received prior to the 12. ACCOUNTING AND APPROPRIATION DATA	ence to the solicitation and amendment FFERS PRIOR TO THE HOUR AND DA submitted, such change may be made opening hour and date specified.	numbers. TE SPECIF	FAILURE O	F YOUR ACKNOWLEDGEME ESULT IN REJECTION OF YO	NT TO	BE RECEIVE FER. If by vir	D AT THE tue of this
12. ACCOUNTING AND ALL ROLL MATION DATA	SEE SECTION	G					
	ITEM APPLIES ONLY TO MO DIFIES THE CONTRACT/OR				lS,		
ITEM 10A.	D PURSUANT TO: (Specify authority)	THE CHAI	NGES SET F	FORTH IN ITEM 14 ARE MAD	E IN TH	E CONTRAC	T ORDER NO. IN
	RACT/ORDER IS MODIFIED TO REFLE			TIVE CHANGES (such as cha	anges in	paying office	, appropriation
·	URSUANT TO THE AUTHORITY OF F ENT IS ENTERED INTO PURSUANT [*]						
[X] D. OTHER (Specify type of modifical FAR 52.232-22	tion and authority)						
	is required to sign this document an			ne issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE PAGE 2	TION (Organized by UCF section head	ings, includ	ing solicitation	on/contract subject matter wh	ere feas	sible.)	
15A. NAME AND TITLE OF SIGNER (Type or pri	nt)	16A. NA	ME AND TI	TLE OF CONTRACTING OFF	ICER (T	ype or print)	
	1			gemann, Contracting C	Officer	1.00	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UN	NITED STAT	ES OF AMERICA		16C. DA	TE SIGNED
		BY		Tangemann		21-Mar-2	2014
(Signature of person authorized to sign) NSN 7540-01-152-8070		30-105	(Signati	ure of Contracting Officer)	ARD FO	DRM 30 (Rev	/ 10-83)

PREVIOUS EDITION UNUSABLE

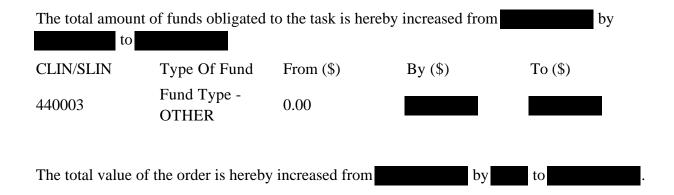
STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	2 of 2	

GENERAL INFORMATION

The purpose of this modification is to add incremental funds. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:



The following information has been updated in Section B:

CLIN	ITOTAL CPEE	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
4400			
6400			
TOTAL			

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	1 of 45	

Est. Cost Fixed Fee CPFF

CPFF

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

FOI CO	St Iy	pe Items.	
Item	PSC	Supplies/Services	Qty Unit
4000	AD26	Base Labor CLIN (Fund Type - OTHER)	1.0 LO
400001	AD26	JON: AMWVRX9KJM REQN: N65236-9237-C046 (Fund Type - OTHER)	
400002	AD26	JON: AMWVFX9TRE REQN: N65236-9269-C026 (Fund Type - OTHER)	
400003	AD26	PR:1300147141 Network: 100000413751 0020 (Fund Type - OTHER)	
400004	AD26	PR: 1300150442 Network: 100000413751 0020 (Fund Type - OTHER)	
400005	AD26	PR: 1300156648 NETWORK: 100000423392 0020 (Fund Type - OTHER)	
400006	AD26	PR: 1300160577 NETWORK: 100000426823 0020 (Fund Type - OTHER)	
4100	AD26	Option Year 1 Labor CLIN (Fund Type - OTHER)	1.0 LO

410001 AD26 PR# 1300189126 Doc#

> N0012411RCCB105 Cost Code#

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	2 of 45	

001241CB960Q Network# 100000467533 Activity# 0010 (RDT&E)

410002 AD26 ACRN AH: LABOR

FOR PWS

PR:1300195487

DOC:

N0012411RCCB105

COST CODE: 001241CB9600 NWA:100000467533 0010 (Fund Type -OTHER)

410003 AD26 ACRN AJ: Labor

for PWS

PR: 1300202196

DOC:

N0012411RCWB102

COST CODE:

NWA: 100000482629 0010 (Fund Type -

OTHER)

410004 AD26 ACRN AK: LABOR

FOR PWS

PR: 1300208677

DOC:

N0012411WXFZ100

COST CODE: 001241FZ960Q

NWA: 100000489954 0030 (Fund Type -

OTHER)

410005 AD26 ACRN AN: Labor

for PWS

PR: 1300213119

DOC:

N0012411RCCB105

COST CODE: 001241CB960Q

NWA: 100000467533 0010 (Fund Type -OTHER)

410006 AD26 ACRN AM: Labor

for PWS PR:

1300213119 DOC: N0012411WX33129

COST CODE:

00124133960Q NWA: 100000467533 0010

(Fund Type -

OTHER)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	3 of 45	

1.0 LO

1.0 LO

4200 AD26 Option Year 2

Labor CLIN (Fund Type - OTHER)

420001 AD26 ACRN AN: Labor

for PWS

PR: 1300228458

DOC:

N0012411RCCB105

COST CODE: 001241CB960Q

NWA: 100000467533 0010 (Fund Type -OTHER)

OTHER

420002 AD26 ACRN AP: Labor

for PWS

PR: 1300228458

DOC:

N0012411WX33129

COST CODE: 00124133960Q

NWA: 100000493430 0010 (Fund Type -

OTHER)

420003 AD26 ACRN AR: Labor

for PWS PR:

1300253672-0001 (Fund Type -OTHER)

4300 AD26 Option Year 3

Labor CLIN (Fund Type - OTHER)

430001 AD26 ACRN AR: Labor

for PWS

NWA/JON:100000709 356-0010 (Fund Type - OTHER)

430002 AD26 ACRN AS: Labor

for PWS

PR: 1300318953

DOC:

N0012413WXCB105

COST CODE: 001243CB960Q

NWA:

100000792330-0040

(Fund Type -

OTHER)

430003 AD26 ACRN AT: Labor

for PWS

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	4 of 45	

PR: 1300366770 (Fund Type - OTHER)

4400 AD26 Option Year 4 1.0 LO

Labor CLIN (Fund Type - OTHER)

440001 AD26 ACRN AU: Labor

for PWS

PR: 1300379630 (Fund Type -

440002 AD26 ACRN AV: Labor

for PWS

PR: 1300391383 (Fund Type - OTHER)

440003 AD26 FUNDING DOC:

N0012414WXYB101

EXP DATE: 9/30/2014

NWA: 100000892161

0060

PR: 1300411043 (Fund Type - OTHER)

For ODC Items:

600001 AD26 PR: 1300150442 ACRN: AD (Fund

Type - OTHER)

600002 AD26 PR: 1300156648

NETWORK

100000423392 0030 (Fund Type - OTHER)

600003 AD26 PR: 1300160577

NETWORK:

100000426823 0030 (Fund Type -

OTHER)

6100 AD26 Option Year 1 ODC 1.0 LO

CLIN (Fund Type -

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	5 of 45	

OTHER)

610001 AD26 PR# 1300189126

Doc#

N0012411RCCB105

Cost Code# 001241CB960Q Network# 100000467533 Activity# 0010

(RDT&E)

610002 AD26 PR:1300195487

DOC:

N0012411RCCB105

COST CODE: 001241CB960Q NWA:100000467533 0010 (Fund Type -OTHER)

610003 AD26 ACRN AK: LABOR

FOR PWS PR:

1300208677 DOC: N0012411WXFZ100

COST CODE:

001241FZ960Q NWA: 100000489954 0030 (Fund Type -

OTHER)

6200 AD26 Option Year 2 ODC

CLIN (Fund Type -

1.0 LO

1.0 LO

OTHER)

620001 AD26 ACRN AQ: ODC for

PWS

PR: 1300228458

DOC:

N0012411WXFZ100

COST CODE: 001241FZ960Q NWA: 100000489954

0030 (Fund Type -

OTHER)

6300 AD26 Option Year 3 ODC

CLIN (Fund Type -

OTHER)

630001 AD26 ACRN AQ: ODC for

PWS

NWA: 100000489954

0030

(Fund Type -

OTHER)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	6 of 45	

630002 AD26 ACRN AS: ODC PR: 1300391383

DOC:

N0012414WXYB101 COST CODE: 001244YB960Q

NWA:100000892161-0060 (Fund Type -

OTHER)

6400 AD26 Option Year 4 ODC 1.0

CLIN (Fund Type -

OTHER)

640001 AD26 ACRN AU: ODC

PR: 1300379630 (Fund Type -

OTHER)

640002 AD26 ACRN AV: ODC

PR: 1300391383

DOC:

N0012414WXYB101

COST CODE: 001244YB960Q

NWA:100000892161-0060 (Fund Type -

OTHER)

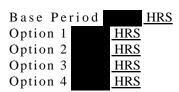
5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

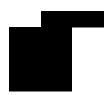
(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred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

LO

[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))





**Contractor is to identify basis for fixed fee amount:

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 ZERO 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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	7 of 45	

- (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 ration 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.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	8 of 45	

is estimated that these funds will cover the cost of performance through <u>22 SEP 2010</u>. 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 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF		BALANCE UNFUNDED
4000			
6000			
TOTAL			

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to It is estimated that these funds will cover the cost of performance through 22 SEP 2011. 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 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF	FUNDS THIS ACTION	 BALANCE UNFUNDED
4100			
6100			
TOTAL			

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to is estimated that these funds will cover the cost of performance through <u>22 SEP 2012</u>. 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 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	ITCYTAI CPEE	FUNDS THIS	IET INITIS	BALANCE UNFUNDED
4200				
6200				
TOTAL				

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to is estimated that these funds will cover the cost of performance through 22 SEP 2013 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 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPFF	FUNDS THIS ACTION	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
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CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	9 of 45	

4300				
6300				
TOTAL		-		

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to is estimated that these funds will cover the cost of performance through <u>22 SEP 2014</u> 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 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL CPEE	FUNDS THIS	IFUNDS	BALANCE UNFUNDED
4400				
6400				
TOTAL				

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	10 of 45	

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 5.3.3.7, Title X War Gaming Analysis and Development

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Atlantic is acquiring support services for the design, execution, and analysis of Title X War Games. The support services requirements include operational analysis, strategic planning research, and the associated research analysis to design and execute Title X War Games. Specifically, the support services will include Title X War Game design and coordination of strategic and operational requirements to execute both strategic and operational level war games to support the overall Title X War Game effort at the United States Naval War College, Newport RI.

2.0 BACKGROUND

The Naval War College's missions today are developing strategic and operational leaders, helping the Chief of Naval Operations define the future Navy, strengthening maritime security cooperation and supporting combat readiness. The college's Center for Naval Warfare Studies is central to the Navy's research efforts in maritime strategic thinking. One of its departments, War Gaming, introduced at Newport in 1887, allows students, joint and fleet commanders, and representatives of the Department of Defense and various governmental agencies to test operational simulations and advanced strategic concepts more than 60 times a year.

In 2005, responding to the need to examine maritime strategy, the Naval War College embarked on a collaborative effort that produced great insight from an extensive scenario analysis and war-gaming effort and a series of high-level conferences, symposia, and other professional exchanges with maritime partners around the world.

In 2007, the U.S. Navy joined with the <u>U.S. Marine Corps</u> and <u>U.S. Coast Guard</u> to adopt a new maritime strategy called <u>A Cooperative Strategy for 21st Century Seapower</u> that raises the notion of prevention of war to the same philosophical level as the conduct of war. The strategy was presented by the <u>Chief of Naval Operations</u>, the <u>Commandant of the Marine Corps</u> and <u>Commandant of the Coast Guard</u> at the International Seapower Symposium. This new strategy charts a course for the Navy, Coast Guard and Marine Corps to work collectively with each other and international partners to prevent these crises from occurring or reacting quickly should one occur to prevent negative impacts on the United States. Title X of the U.S. code outlines the roles of the armed forces. These war games focus on this integral collaboration.

SPAWARSYSCEN-ATLANTIC, Code 5.3.3.7, is charged with providing Title X War Gaming Analysis and Development.

3.0 SCOPE

The staff shall be required to assist the NWC in its mission to conduct Title X Gaming. Title X war games, conducted by NWC on behalf of the Chief of Naval Operations (CNO), help the Navy plan for future capabilities to defeat worldwide maritime threats in cooperation with allies. These games typically involve high level navy, joint, other U.S. government, and international representation. They provide a venue for understanding the impact of the future strategic

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	11 of 45	

environment on Seapower requirements, provide an arena for iterative evaluation of future concepts, and provide an opportunity for integrating advanced maritime concepts of the U.S., and other nations. Title X games require extensive planning, research, analysis, and coordination among the many agencies and high level participants.

Title X requirements include contractor support for operational planning and analysis, strategic planning and research, and associated activities to design, execute, and conduct formal analysis, reviews and evaluations of the games. Support will also provide for game facilitators familiar with the development and coordination of the strategic and operational requirements necessary to execute the games. The contractor shall assist in developing planning objectives, and providing technical assistance to NWC staff during all phases and activities leading from game design to game analysis, and, further, to the projection of future requirements for follow-on games.

The contractor shall similarly be involved in games that are not specifically Title X but are related and essential to the future planning and research activities for Title X. The contractor shall provide technical services to assist staff and sponsors in completing operation analysis, strategic plans, war gaming, seminar based table-top validation exercises, and follow-on task planning.

4.0 PLACE OF PERFORMANCE

The work shall be performed at space provided to contractor employees on-site at the Naval War College (NWC), 686 Cushing Road, Newport, RI 02841 and at various Government facilities, the numbered fleet staffs, including afloat commands, and COCOM locations. The contractor is authorized to have direct technical liaison with the sponsor and government program personnel on site at these locations.

5.0 APPLICABLE DIRECTIVES / REFERENCES

Document Type	No./Version	Title	Date
United States	Title 10	Armed Forces	
Code			
United States	Title 31	Money and Finance 31 US Code	
Code		1301(a) 31 US Code 1502(a) 31	
		US Code 1517	
DoD Regulation	7000.14-R	Department of Defense Financial	Varies by volume
		Management Regulations	
Code of Federal	Title 48 Vol 1,2	Federal Acquisition Regulations	28 Jan 2004
Regulation			
Code of Federal	Title 48, Vol 3	Defense Federal Acquisition	15 Dec 2003
Regulation		Regulations	
Guidance		Information Assurance Strategy	
		Template for Submission by	
		Acquisition Program Managers,	
		DON CIO Guidance	
SECNAVINST	5216.5D Change	Department of the Navy	28 May 1998
	1	Correspondence Manual	

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	12 of 45	

SECNAVINST	5210.11	DON File Maintenance Procedures and Standard Subject Identification Codes (SSIC)	
SECNAVINST	5214.2	DON Information Requirements (Reports) Management Program	
OPNAVNOTE	5215	DON Directives Consolidated Subject Index	
OPNAVINST	5218.7B	Navy Official Mail Management Instruction	
CNETINST	5230.9	Electronic Mail (E-Mail) Policy and Standards	
JFTR	Vol 1	DoD Uniformed Service Travel	
JTR		DoD Civilian Personnel Travel	1 Apr 2004
NTP-3	SUPP-1	U.S. Navy Address Indicating Group (AIG) and Collective Address Designator (CAD) Handbook	
NTP-3		Naval Telecommunications Procedures Telecommunications Users Manual	
NTP-22		Defense Message System Local Management Policies and Procedures	
OPNAVINST	1500.76	Navy Training System Requirements, Acquisitions and Management	21 Jul 1998

6.0 SECURITY

Security will be as prescribed in the DD 254 for the basic contract. Contractor personnel assigned to this effort must possess a current SSBI. Work efforts and requirements under this contract will require access to Secret data, information, and spaces. The Contractor will be required to attend meetings classified at Secret level.

- DoDD 5105.21-M-1 Sensitive Compartmented Information Administrative Security Manual
- JP 3-54 Joint Doctrine for Operations Security
- JP 3-58 Joint Doctrine for Military Deception
- JP 3-13 Joint Doctrine for Information Operations

7.0 COR DESIGNATION/TASK ORDER MANAGER

The point of contact for this task order is:

8.0 PERFORMANCE REQUIREMENTS

8.1 Title X War Game Research and Strategic Analysis

NWC War Gaming Department requires contractor support to research and analyze elements of

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	13 of 45	

the United States National Defense policies and the United States Navy's Maritime Strategy and applying knowledge of these areas to title X program and project support, supervision of technical activities supporting the overall design of war games to include research, analysis and game execution.

The contractor will provide individuals who are well versed in design, execution, and analysis at all levels of war game and exercise design including, but not limited to, USN Title 10 War Game, Maritime Strategy for the 21st Century War Game, USN Task Force Command and Control War Game, and Maritime Homeland Defense and Homeland Security series of war games.

The contractor must provide individuals who demonstrate current experience with the processes utilized to define the future strategic environment of the United States Navy and its applicability to the Quadrennial Defense Review (QDR) process. These individuals will have exceptional knowledge of the operational level of warfare, and the joint military planning process.

Title X analysis will entail communication with and development of ideas and techniques with comparable joint defense entities, including but not limited to Marine Corps Concept Development Command, Marine Corps War Fighting Lab, US Army Training and Doctrine Command, US Air Force War fighting Lab, Navy Warfare Development Command, US Naval Postgraduate School, and the National Defense University. The contractor will possess experience working with the Chief of Naval Operations Staff for Policy and Operations as well as the Office of the Secretary of Defense for Homeland Security and America's Security Affairs.

The contractor, in cooperation with other war gaming faculty, conducts necessary pre-game research into proposed game subjects to include sponsor interviews, subject area investigation and analysis as part of the Concept Development Process, and makes recommendations to WGD leadership as to game feasibility, specific game focus, purpose and objective, and game development timeline and planning conference schedule.

The contractor shall assist the NWC in the development and analysis of Homeland Security issues as well as Navy/Joint issues relating to the development and execution of the NWC Title X war gaming plans and activities, to include those issues centered on intelligence, sensor capabilities/exploitation, platform operations, C4ISR, networks, and hardware/software integration. The contractor shall participate in identification and analysis of various U.S. Navy issues via document surveys and key personnel interviews.

Comprehensive knowledge of pertinent research and analytical methodologies and ability to apply such techniques to war game design, such as performing extensive inquiry into a wide variety of significant issues, problems, or game proposals; determining data sources and relevance of findings and synthesizing information; evaluating tentative study findings and drawing logical conclusions; and identifying omissions, questionable assumptions, or inadequate data in the analytical work of others, is required.

- Team should have demonstrated experience with web based tools for managing the overall research and analysis through the design and execution of Title 10 War Games. To include:
- Adobe Connect collaborative web based tool to support overall management of the war game development process
- Defense Knowledge Online tools for distant collaboration and coordination

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	14 of 45	

- MS Share Point tool to allow multi-tasking and monitoring of Title 10 design milestones and progress to meet deliverables for timely exercise methodology deadlines
- MS Project for overall milestone management
- Analyst Notebook to support systematic approach to Title 10 War Game assessment
- C2PC for control out networked gaming applications

Analytic techniques and tools used include, but are not limited to Problem Restatement, Analysis of Competing Hypothesis and Language Processing. Additional experience with, the use of **Web IQ** (a tool to enhance the analytical requirements to effectively produce accurate assessments of war game results for war game final reports and lessons learned), scenario, trees and matrices, is required.

The Contractor shall prepare war game project management analysis reports including status on current war game design progress in response to external or internal information requirements. Reports shall be prepared and submitted on a monthly basis to support NWC WGD Title X War Game project management. (A004)

Strategic analysis and planning must be comprehensive and meet NWC's objectives in the overall conduct of Title X War Gaming. By these efforts, the contractor will satisfy the education, research and analytic mission of NWC:

- To develop strategic and operational leaders
- Assist the Chief of Naval Operations to define the future Navy
- Strengthen maritime security cooperation
- Support combat readiness.
- 8.2 War Game Design and Execution

The contractor is responsible for applying Title X Analysis and Technical Experience to war game design and execution. The Contractor shall assist the NWC WGD to prepare war game project plans and guidance documents, including strategic plans and roadmaps that address organizational approaches to execute Title X War Games. Plans shall be created in the designated format and submitted as required to support NWC WGD decisions. (A008)

Following objective approval, contractor applies analytic war gaming methodologies to develop, document and brief a game design which incorporates participant identification, player activity, scenario description, communication techniques, assessment processes and analytic frameworks which will support the stated game objective and purpose. These plans also include participation in the identification and objective analysis of issues, integration of requirements into game design, facilitation of games, collection of data, and development of formal evaluation products and briefs for Navy (A008).

The contractor will provide extensive technical experience in the design and execution of war games, table-top exercises, and senior leader seminars specializing in the area of Title X.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	15 of 45	

Contractors must provide individuals with the following technical skills related to Title X Game design:

- Demonstrated knowledge and experience utilizing the jointly approved **Joint Master Scenario Event List (JMESL)** tool for designing and constructing effective exercises which rely on MESL based events to ensure players remain within the guidelines of the exercise as designed under strict game objectives
- Demonstrated knowledge of the Joint **Training Information Management System (JTIMS)** for effective design and execution of games which would support overall Title 10 War Game objectives as part of a holistic approach to meeting the needs of the customer when designing and executing a long range approach Title 10 War Games
- Basic knowledge of the **Global Command and Control System (GCCS)** and its applicability to supporting Title 10 War Games as it pertains to maintaining and simulating a Common Operational Picture (COP) for game play
- Joint Semi-Automatic Forces (JSAF) simulation system for force construct to use during dynamic game play when utilizing a two-sided blue versus red game format
- Sequel Database experience for use in building tables of data to be used during war game execution in order to interact variables across a wide range of scenario conditions
- Visio software experience for diagramming (vector graphics) the flow of Title 10
 War Game to ensure the design meets requirements for effective game execution
- Language Processing tools to support not only WeblQ analysis applications, but to assist in the design of the war games
- 5-Why Analysis allows the team to effectively lead the design effort of a highly complex war game using this sophisticated management technique.
- · i2PC for game design.
- 8.21 Supporting Materials related to War Gaming and Game Design

Following approval of game design, contractor prepares supporting game products such as player read-ahead materials, game books, cell layouts, moderator and facilitator guides, and model and simulation requirements. (A007)

Contractor will conduct alpha and beta test runs of the game, making changes to game design as necessary. During game execution, the contractor monitors and, in concert with NWC appointed Game Director, makes real-time adjustments to game progress to ensure maximum participation on the part of players and successful completion of stated game objectives.

The Contractor shall design exercises, plan seminars, and hold planning meetings to support the overall design and execution of the Title X War Game.

The game design process will be tracked and shared for team collaboration using:

MS Project as a management tool to monitor and ensure critical milestones are

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	16 of 45	

met

• MS SharePoint as a collaborative tool for information sharing throughout the exercise design process

8.3 War Game Facilitator and Moderator

During game execution, the analysts' monitors and, in concert with NWC appointed Game Director, makes real-time adjustments to game progress to ensure maximum participation on the part of players and successful completion of stated game objectives.

As required by WGD, in the role of moderator, the contractor leads large plenary-style discussions during war games to draw out key player insights with regard to game objectives. In the role of facilitator, the contractor ensures smooth execution of game process by players within game cells. As data collector captures raw game data for use in preliminary findings as well as following game completion, the contractor applies appropriate analytic tools and practices to interpret game results in order to develop, document and brief substantiated actionable recommendations to NWC leadership and game sponsor.

Following game completion, the contractor conducts post-game forensic analysis to determine any shortfalls in game design, execution or data collection and makes internal recommendations for process improvement. The contractor applies appropriate analytic tools and practices to interpret game results in order to develop, document and brief substantiated actionable recommendations to NWC leadership and game sponsor. Post-event forensic analysis of the various game phases will be required to determine if goals and objectives were met, whether there were any shortfalls, and what future improvements may be required.

The contractor may be required to provide presentations to senior military personnel. Contractor activities will generally be conducted at NWC, but may also be conducted at sponsor or other locations. As part of ongoing professional development within WGD, contractor is required to present game summaries and participate in seminars for the purpose of WGD faculty continuing education more in depth post game analysis. (CDRL 006 NWC Game Report)

8.4 Operations Assistance

Operational support involves coordination and assistance in determining information requirements for implementing web-based portal services to support the game and associated planning events, and in matters regarding implementation and use of various models and simulations that may be applied.

The Contractor shall provide operational assistance to NWC Modeling and Simulation Division personnel in matters regarding implementation and use of various models including STK, CAPS, and NSS to support Title X War Gaming.

The Contractor shall evaluate war game management tools and provide recommendations to increase efficiencies in war game program management to include design. Recommendations shall be presented in briefings prepared and submitted in accordance with NWC policy or guidance from requestor.

The Contractor shall prepare and maintain war game milestones and schedules on NWC web sites, intranets, servers, and other media. The Contractor shall prepare war game data as

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	17 of 45	

directed and upload/maintain the data on the various sites.

Contractor interacts with other NWC faculty to coordinate external support for the game as well as planning conferences, to include administrative support, security and logistics.

8.41 Maritime Operations Threat Response (MOTR). The contractor will assist NWC in support of OSD Homeland Defense, USCG HQ, DHS (ICE/CBP) and DoJ with conducting strategic and operational level MOTR war games to examine emerging command and control as well as interagency coordination. Support includes working with the MOTR Current Operations Implementing Team to define future C2 structure in support of counter and non-proliferation operations in support of HSPD-13 and HSPD-17.

8.5 Future Game Development.

In support of Title X gaming, the contractor will assist the NWC in developing future programs, exercises, and R&D efforts based on, among other inputs, issue analysis, strategic program planning, and the high-level program roadmaps.

Planning will include formulation of goals and objectives as well as execution plans for these follow-on efforts.

NWC will task the contractor to design, develop, analyze, and execute designated exercises and/or war games.

The contractor shall participate in/observe designated exercises to understand associated scenarios and their application to naval operations, Joint issues, and international relationships. As directed, the contractor shall participate in scenario planning events; develop a clear understanding of NWC's processes to include simulation requirements, products, and simulations, and other scenario driven events; and perform other exercise design and conduct related tasks as assigned.

8.6 General and Program Management Contract Support.

The contractor shall provide administrative, financial (CDRL A002, A003), performance assessment (CDRL A005), security, and other program management support at The Naval War College, Newport RI for efforts on this PWS. Technical liaison on-site at The Naval War College will be required to ensure the SPAWAR SYSCEN Atlantic Contracting Officer Representative (COR) is informed regarding progress and potential problem areas on a periodic basis (CDRL A001, A004)

9.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide access to NWC WGD information, databases, metrics and files as required for proper task performance.

10.0 GOVERNMENT FURNISHED MATERIAL

N/A

11.0 GOVERNMENT FURNISHED EQUIPMENT

The Government will provide desk space and desktop computer(s) for the on-site contractor support personnel.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	18 of 45	

12.0 CONTRACTOR FURNISHED MATERIAL

Material and other direct costs will be identified in the contractor's cost proposal and will be based upon customer input as to expected requirements and/or historical data for similar efforts.

13.0 CONTRACTOR FURNISHED EQUIPMENT

N/A

14.0 TRAVEL REQUIREMENTS

Contractor travel requirements for this task order, per year, are estimated as follows:

Departure / Destination	Trips	# Travelers	# Days
Newport, RI to Washington, DC	4	1	3
Newport, RI to Norfolk, VA	4	1	3
Newport, RI to San Diego, CA	2	1	4
TOTAL Trips	10		

Note: If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the NWC foreign travel team for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel to initiate the release of a clearance message at least 30 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Anti-terrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure.

15.0 DELIVERABLES

CDRL	Requirement	Due Date
A001	Program Status and Mgmt. Report	Quarterly
A002	Program Status and Mgmt. Report	Monthly
A003	Financial Report	Quarterly
A004	Progress Reviews	Monthly
A005	Performance Assessment Plan	End of Calendar year
A006	NWC Game Reports	Due 15 calendar days after each
		game
A007	Training Materials	Before each game
A008	Evaluations and Briefs	As requested

16.0 WORKLOAD ESTIMATE

This section provides an estimate (in rounded figures) as to the amount of support previously used for this effort. An example of this approach is provided below:

The following workload data is provided for informational purposes only to assist you in

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	19 of 45	

estimating the price of this Task Order.

Number of man-hours per year: 11,280

Other Direct Costs: \$15,000 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. 2 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 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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	20 of 45	

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-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 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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	21 of 45	

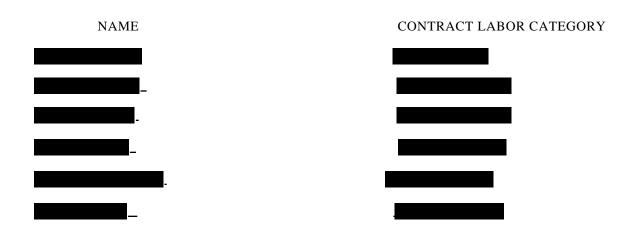
efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

- 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.

C-325 KEY PERSONNEL

- (a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.
- (b) The offeror agrees that during the first 60 days of 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 (c) below. After the initial 60 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.
- (c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	22 of 45	

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

SUP 5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (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 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 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 reasonably ensure the ability for effective and efficient performance.

Program Manager (Key)

Senior Military Research Analyst/War Game Designer

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: Fifteen (15) years of technical experience in support of war gaming requirements analysis, software design and execution, to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years Program Management Experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of Title X War Gaming. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

Specific experience: managing the overall life cycle of Title X war game development to include

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	23 of 45	

design, game analysis methodology, and war game execution. Proven experience with the Maritime Strategy for the 21st Century, Seapower 21, and the National Strategy for Maritime Security. In the war gaming arena, the candidate must be recognized as an expert for managing innovative gaming techniques to explore all aspects of maritime related policy and doctrine for shaping future naval operations. Prior military service and knowledge of pertinent research and analytical methodologies and ability to apply such techniques to war game design, such as performing extensive inquiry into a wide variety of significant issues, problems, or game proposals; determining data sources and relevance of findings and synthesizing information; evaluating tentative study findings and drawing logical conclusions; and identifying omissions, questionable assumptions, or inadequate data in the analytical work of others. As a leader, manager and advisor to the Naval War College War Gaming Department director the candidate must be proficient in the following management/collaboration tools utilized by the Naval War College: Adobe Connect web based tool to support overall management of the war game development process, Defense Knowledge Online tools for distant collaboration and coordination, MS Share Point tool to allow multi-tasking and monitoring of Title 10 design milestones and progress to meet deliverables for timely exercise methodology deadlines, MS **Project** for overall milestone management

Operations Specialist (Key)

Title X Operations Specialist/War Game Designer

Education: Bachelor's degree.

Experience: Ten (10) years operational experience, to include: knowledge of friendly forces and adversary's conops, tactics, threat capabilities, targeting priorities, sensor/collection techniques, targeting priorities, and planning and conducting operations analysis.

Specific Experience: This position requires candidates to serve as principal advisors to the NWC war gaming department. Five (5) years of hands-on experience with war game design, execution, game analysis processes and assessment in support of Title 10 War Games. Requisite experience must include demonstrated experience with United States Government policy and doctrine for Maritime Interception Operations, Counter & Non-Proliferation Operations, Continuity of Operations, Critical Infrastructure Protection, and Defense Support to Civil Authorities. The operations specialist must possess a current knowledge of the Proliferation Security Initiative (PSI), and the National Security Policy for Maritime Security. Demonstrated experience with the following agencies is a must: the National Security Council's Maritime Security Interagency Coordination Committee, Office of the Secretary of Defense for Homeland Defense and America's Security Affairs, Department of Homeland Security's Operations Office, United States Coast Guard Headquarters, Department of Justice's Maritime Security Office, and the Department of State Counter Proliferation Office. The Title X operations specialist must be a proven subject matter expert on all matters involving Title X in order to serve as a principal advisor to the NWC War Game Department. Current experience working with the Chief of Naval Operations Staff and the Naval Warfare Doctrine Command as well as with the following analysis tools and methodologies: Joint Semi-Automatic Forces (JSAF) simulation system for force

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	24 of 45	

construct to use during dynamic game play when utilizing a two-sided blue versus red game format, **Sequel Database** experience for use in building tables of data to be used during war game execution in order to interact variables across a wide range of scenario conditions, **Visio** software experience for diagramming (vector graphics) the flow of Title 10 War Game to ensure the design meets requirements for effective game execution, **Language Processing** tools to support not only WebIQ analysis applications, but to assist in design, **5-Why Analysis** which allows the operations specialist to effectively lead the design effort of a highly complex war game using this sophisticated management technique

Technical Analyst 4 (Key)

Title 10 Senior Analyst/War Game Designer

Education: BS degree in Physical Sciences, Mathematics, Management Information Systems, or Business

Experience: Ten (10) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

Specific experience: Five (5) years of hands-on experience with war game design, war game execution, and moderator/facilitator skill supporting the most senior level of war game participation, and post war game analysis and assessment. Specific experience with the following Navy initiatives: Title 10 War Games, MARSTRAT 21, Seapower 21, and NSMS. The contractor will possess recent experience working with the Chief of Naval Operations Staff for Policy and Operations as well as the Office of the Secretary of Defense for Homeland Security and America's Security Affairs. In addition to demonstrated civilian and military leadership in Title 10 War Game design and execution the applicants must have the following technical experience and knowledge: WebIQ and its use as a war game analysis and assessment tool, i2PC for game design, Analyst Notebook to support systematic approach to Title 10 War Game assessment, C2PC for control out networked gaming applications, MS Project as a management tool to monitor and ensure critical milestones are met, MS SharePoint as a collaborative tool for information sharing throughout the exercise design process, MS Office as a suite of tools to effectively support game design and execution, Language Processing tools in support of WebIQ for post game analysis, 5-Why Analysis tool for designing a war game to meet all objectives.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	25 of 45	

SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	26 of 45	

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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	27 of 45	

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	9/23/2009 - 9/22/2011
4100	9/23/2010 - 9/22/2011
4200	9/23/2011 - 9/22/2012
4300	9/23/2012 - 9/22/2013
4400	9/23/2013 - 9/22/2014
6000	9/23/2009 - 9/22/2011
6100	9/23/2010 - 9/22/2011
6200	9/23/2011 - 9/22/2012
6300	9/23/2012 - 9/22/2013
6400	9/23/2013 - 9/22/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4000	9/23/2009 - 9/22/2011
4100	9/23/2010 - 9/22/2011
4200	9/23/2011 - 9/22/2012
4300	9/23/2012 - 9/22/2013
4400	9/23/2013 - 9/22/2014
6000	9/23/2009 - 9/22/2011
6100	9/23/2010 - 9/22/2011
6200	9/23/2011 - 9/22/2012
6300	9/23/2012 - 9/22/2013
6400	9/23/2013 - 9/22/2014

F-303 PERIODS OF PERFORMANCE

The above periods of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract".

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	28 of 45	

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager



CLAUSES INCORPORATED BY REFERENCE

252.204-0002 Line Item Specific: Sequential ACRN Order SEP 2009

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee 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 S0514A DCMA San Diego
DCAA Auditor DCAA San Diego Branch Office
Service Approver Code S0514A DCMA San Diego
Pay by Code HQ0339 DFAS Columbus

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	29 of 45	

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, 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
400001

LLA :

AA 1791319 P559 250 00124 0 068566 2D CCB111 001249CB960Q

JON: AMWVRX9KJM DOC: N0012409RCCB111/ AA

REQN: N65236-9237-C046

Supports PWS 8.0

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 22 SEP 09.

BASE Funding Cumulative Funding

MOD 01 Funding Cumulative Funding

MOD 02

400002 LLA :

AB 1791804 22MX 250 00124 0 068566 2D CCR103 001249CRBSVQ

JON: AMWVFX9TRE DOC: N0012409RCCR103/AA

REQN: N65236-9269-C026

Supports PWS 8.0

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 28 SEP 09.

MOD 02 Funding Cumulative Funding

MOD 03

400003 1300147141

LLA :

AC 1701319 P627 000 00124 0 068566 2D CYB101

Standard Number: N0012410RCYB101 / AA

COST CODE: 001240YB960Q

NETWORK CODE: 100000413751 0020

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-05-D-4265 V701 30 30 of 45

MOD 03 Funding Cumulative Funding

MOD 04

400004 1300150442

LLA :

AD 1701319 P627 252 00124 0 068566 2D CYB101

COST CODE: 001240YB960Q

DOCUMENT #: N0012410RCYB101 / AA NETWORK CODE: 100000413751 / 0020

600001 1300150442

LLA :

AD 1701319 P627 252 00124 0 068566 2D CYB101

COST CODE: 001240YB960Q

DOCUMENT #: N0012410RCYB101 / AA NETWORK CODE: 100000413751 / 0020

MOD 04 Funding
Cumulative Funding

MOD 05

400005 1300156648

LLA :

AE 1701319 P627 252 00124 0 068566 2D XYB110

COST CODE: 001240YB960Q DOC#: N0012410WXYB110 / AA NETWORK: 100000423392 0020

600002 1300156648

LLA :

AE 1701319 P627 252 00124 0 068566 2D XYB110

COST CODE: 001240YB960Q DOC#: N0012410WXYB110 / AA NETWORK: 100000423392 0030

MOD 05 Funding
Cumulative Funding

MOD 06

400006 1300160577

LLA :

AF 1701804 22MX 252 00124 0 068566 2D CDB001

COST CODE: 001240DB960Q
DOC#: N0012410RCDB001 / AA
NETWORK: N00000426823 0020
FUNDS EXP: 30 SEP 10
FUNDS APPLIED: 26 MAY 10

600003 1300160577

LLA :

AF 1701804 22MX 252 00124 0 068566 2D CDB001

COST CODE: 001240DB960Q
DOC#: N0012410RCDB001 / AA
NETWORK: 100000426823 0030
FUNDS EXP: 30 SEP 10
FUNDS APPLIED: 26 MAY 10

MOD 06 Funding

Cumulative Funding

MOD 07 Funding Cumulative Funding

MOD 08

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-05-D-4265 V701 30 31 of 45

410001 1300189126

LLA :

AG 1711319 P627 252 00124 0 068566 2D CCB105

Standard Number: N0012411RCCB105

PR# 1300189126

Doc# N0012411RCCB105 Cost Code# 001241CB960Q Network# 100000467533

Activity# 0010

610001 1300189126

LLA :

AG 1711319 P627 252 00124 0 068566 2D CCB105

Standard Number: N0012411RCCB105

PR# 1300189126

Doc# N0012411RCCB105 Cost Code# 001241CB960Q Network# 100000467533

Activity# 0010

MOD 08 Funding

Cumulative Funding

MOD 09

410002 1300195487

LLA

AH 1711319 P627 252 00124 0 068566 2D CCB105

Standard Number: N0012411RCCB105

PR:1300195487

DOC: N0012411RCCB105 COST CODE: 001241CB960Q NWA:100000467533 0010

610002 1300195487

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

NWA:100000467533 0010

ODCs

MOD 09 Funding

Cumulative Funding

MOD 10

410002 1300195487

LLA

AH 1711319 P627 252 00124 0 068566 2D CCB105

Standard Number: N0012411RCCB105

PR:1300195487

DOC: N0012411RCCB105 COST CODE: 001241CB960Q NWA:100000467533 0010

MOD 10 Funding

Cumulative Funding

MOD 11

410003 1300202196

LLA :

AJ 1701319 P559 250 00124 0 068566 2D CWB102

Standard Number: N0012411RCWB102

ACRN AJ: Labor for PWS PR: 1300202196

DOC: N0012411RCWB102

NWA: 100000482629 0010

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-05-D-4265 V701 30 32 of 45

MOD 11 Funding Cumulative Funding

MOD 12

410002 1300195487

LLA :

AH 1711319 P627 252 00124 0 068566 2D CCB105

Standard Number: N0012411RCCB105

PR:1300195487

DOC: N0012411RCCB105 COST CODE: 001241CB960Q NWA:100000467533 0010

410004 1300208677

LLA :

AK 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

Standard Number: N0012411WXFZ100

ACRN AK: LABOR FOR PWS

PR: 1300208677

DOC: N0012411WXFZ100 COST CODE: 001241FZ960Q NWA: 100000489954 0030

610002 1300195487

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

NWA:100000467533 0010

ODCs

610003 1300208677

LLA :

AK 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

Standard Number: N0012411WXFZ100

ACRN AK: LABOR FOR PWS PR: 1300208677 DOC: N0012411WXFZ100 COST CODE: 001241FZ960Q

NWA: 100000489954 0030

MOD 12 Funding
Cumulative Funding

MOD 13

410005 1300213119

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

ACRN AL: Labor for PWS NWA: 100000467533 0010

410006 1300213119

LLA

AM 1711804 22MX 252 00124 0 068566 2D X33129 00124133960Q

Standard Number: N0012411WX33129

ACRN AM: Labor for PWS PR: 1300213119 DOC: N0012411WX33129 COST CODE: 00124133960Q

NWA: 100000467533 0010

MOD 13 Funding
Cumulative Funding

MOD 14 Funding
Cumulative Funding

MOD 15

410001 1300189126

LLA :

AG 1711319 P627 252 00124 0 068566 2D CCB105

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. **PAGE FINAL** N00178-05-D-4265 V701 30 33 of 45

Standard Number: N0012411RCCB105

PR# 1300189126 Doc# N0012411RCCB105 Cost Code# 001241CB960Q Network# 100000467533

Activity# 0010

410002 1300195487

AH 1711319 P627 252 00124 0 068566 2D CCB105

Standard Number: N0012411RCCB105

PR:1300195487

DOC: N0012411RCCB105 COST CODE: 001241CB960Q NWA:100000467533 0010

410004 1300208677

LLA :

AK 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

Standard Number: N0012411WXFZ100

ACRN AK: LABOR FOR PWS

PR: 1300208677 DOC: N0012411WXFZ100

COST CODE: 001241FZ9600 NWA: 100000489954 0030

410005 1300213119

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

ACRN AL: Labor for PWS NWA: 100000467533 0010

410006 1300213119

LLA :

AM 1711804 22MX 252 00124 0 068566 2D X33129 00124133960Q

Standard Number: N0012411WX33129

ACRN AM: Labor for PWS PR: 1300213119 DOC: N0012411WX33129 COST CODE: 001241339600

NWA: 100000467533 0010

420001 1300228458

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105

ACRN AN: Labor for PWS

PR: 1300228458 DOC: N0012411RCCB105 COST CODE: 001241CB960Q NWA: 100000467533 0010

420002 1300228458

LLA :

AP 1711804 22MX 252 00124 0 068566 2D X33129 00124133960Q

Standard Number: N0012411WX33129

ACRN AP: Labor for PWS PR: 1300228458 DOC: NO012411WX33129 COST CODE: 00124133960Q

NWA: 100000493430 0010

610002 1300195487

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

NWA:100000467533 0010

ODCs

610003 1300208677

LLA :

AK 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

Standard Number: N0012411WXFZ100

ACRN AK: LABOR FOR PWS PR: 1300208677 DOC: N0012411WXFZ100 COST CODE: 001241FZ960Q

 CONTRACT NO.
 DELIVERY ORDER NO.
 AMENDMENT/MODIFICATION NO.
 PAGE
 FINAL

 N00178-05-D-4265
 V701
 30
 34 of 45
 FINAL

NWA: 100000489954 0030

620001 1300228458

LLA :

AQ 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

Standard Number: N0012411WXFZ100

ACRN AQ: ODC for PWS PR: 1300228458

DOC: N0012411WXFZ100 COST CODE: 001241FZ960Q NWA: 100000489954 0030

MOD 15 Funding

Cumulative Funding

MOD 16

610003 1300208677

LLA :

AK 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

Standard Number: N0012411WXFZ100

ACRN AK: LABOR FOR PWS PR: 1300208677 DOC: N0012411WXFZ100 COST CODE: 001241FZ960Q

NWA: 100000489954 0030

620001 1300228458

LLA :

AQ 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

Standard Number: N0012411WXFZ100

ACRN AQ: ODC for PWS PR: 1300228458 DOC: N0012411WXFZ100 COST CODE: 001241FZ960

COST CODE: 001241FZ960Q NWA: 100000489954 0030

MOD 16 Funding

Cumulative Funding

MOD 17 Funding

Cumulative Funding

MOD 18

410005 1300213119

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

ACRN AL: Labor for PWS NWA: 100000467533 0010

420001 1300228458

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105

ACRN AN: Labor for PWS

PR: 1300228458

DOC: N0012411RCCB105

COST CODE: 001241CB960Q

NWA: 100000467533 0010

610002 1300195487

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

NWA:100000467533 0010

ODCs

MOD 18 Funding

Cumulative Funding

 CONTRACT NO.
 DELIVERY ORDER NO.
 AMENDMENT/MODIFICATION NO.
 PAGE 35 of 45
 FINAL 35 of 45

MOD 19 Funding Cumulative Funding

MOD 20

410005 1300213119

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

ACRN AL: Labor for PWS NWA: 100000467533 0010

610002 1300195487

LLA :

AN 1711319 P627 252 00124 0 068566 2D CCB105 001241CB960Q

Standard Number: N0012411RCCB105/AA

NWA:100000467533 0010

ODCs

MOD 20 Funding Cumulative Funding

MOD 21

420003 1300253672-0001

LLA :

AR 1721319 P627 252 00124 0 068566 2D XYB105 001242YB960Q

Standard Number: N0012412WXYB105

NWA# 100000709356-0010

MOD 21 Funding
Cumulative Funding

MOD 22 Funding Cumulative Funding

MOD 23 Funding Cumulative Funding

MOD 24 Funding Cumulative Funding

MOD 25

420003 1300253672-0001

LLA :

AR 1721319 P627 252 00124 0 068566 2D XYB105 001242YB960Q

Standard Number: N0012412WXYB105

NWA# 100000709356-0010

430001 1300312003-0001

LLA :

AR 1721319 P627 252 00124 0 068566 2D XYB105 001242YB960Q

Standard Number: N0012412WXYB105

ACRN AR: Labor for PWS NWA/JON:100000709356-0010

620001 1300228458

LLA :

AQ 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

Standard Number: N0012411WXFZ100

ACRN AQ: ODC for PWS

PR: 1300228458

DOC: N0012411WXFZ100

COST CODE: 001241FZ960Q

NWA: 100000489954 0030

630001 N/A

LLA :

AQ 1711804 22MX 252 00124 0 068566 2D XFZ100 001241FZ960Q

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-05-D-4265 V701 30 36 of 45

Standard Number: N0012411WXFZ100

ACRN AQ: ODC for PWS
DOC: N0012411WXFZ100
COST CODE: 001241FZ960Q
NWA: 100000489954 0030

MOD 25 Funding Cumulative Funding

MOD 26

430002 1300318953

LLA :

AS 1731319 P627 252 00124 0 068566 2D XCB105 001243CB960Q

Standard Number: N0012413WXCB105

ACRN AS: Labor for PWS
PR: 1300318953

DOC: N0012413WXCB105

COST CODE: 001243CB960Q
NWA: 100000792330-0040

630002 1300318953

LLA :

AS 1731319 P627 252 00124 0 068566 2D XCB105 001243CB960Q

Standard Number: N0012413WXCB105

ACRN AS: ODC
PR: 1300318953
DOC: N0012413WXCB105
COST CODE: 001243CB960Q
NWA: 100000792330-0040

MOD 26 Funding Cumulative Funding

MOD 27

430003 1300366770

LLA :

AT 1731319 P627 252 00124 0 068566 2D XCB105 001243CB960Q

Standard Number: N0012413WXCB105

NWA# 100000792330-0040

MOD 27 Funding
Cumulative Funding

MOD 28

430003 1300366770

LLA :

AT 1731319 P627 252 00124 0 068566 2D XCB105 001243CB960Q

Standard Number: N0012413WXCB105

NWA# 100000792330-0040

440001 1300379630

LLA :

AU 1731319 P627 252 00124 0 068566 2D XCB105 001243CB960Q

Standard Number: N0012413WXCB105

NWA: 100000792330-0040

630002 1300318953

LLA :

AS 1731319 P627 252 00124 0 068566 2D XCB105 001243CB960Q

Standard Number: N0012413WXCB105

ACRN AS: ODC PR: 1300318953 DOC: N0012413WXCB105 COST CODE: 001243CB960Q

NWA: 100000792330-0040

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-05-D-4265 V701 30 37 of 45

640001 1300379630

LLA :

AU 1731319 P627 252 00124 0 068566 2D XCB105 001243CB960Q

Standard Number: N0012413WXCB105

NWA: 100000792330-0040

MOD 28 Funding Cumulative Funding

MOD 29

440002 1300391383

LLA :

AV 1741319 P627 252 00124 0 068566 2D XYB101 001244YB960Q

Standard Number: N0012414WXYB101

NWA# 100000892161 0060

640002 1300391383

LLA :

AV 1741319 P627 252 00124 0 068566 2D XYB101 001244YB960Q

Standard Number: N0012414WXYB101

NWA# 100000892161-0060

MOD 29 Funding Cumulative Funding

MOD 30

440003 1300411043

LLA :

AW 1741319 P627 252 00124 0 068566 2D XYB101

Standard Number: N0012414WXYB101 FUNDING DOC: N0012414WXYB101

EXP DATE: 9/30/2014 NWA: 100000892161 0060

PR: 1300411043

MOD 30 Funding Cumulative Funding

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	38 of 45	

SECTION H SPECIAL CONTRACT REQUIREMENTS

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
- (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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	39 of 45	

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 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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	40 of 45	

- (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.

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).

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	41 of 45	

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.

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).
- (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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	42 of 45	

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.
- (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.

TECHNICAL INSTRUCTIONS

- (a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:
- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.
- (b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10)

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	43 of 45	

working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	44 of 45	

SECTION I CONTRACT CLAUSES

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.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4265	V701	30	45 of 45	

SECTION J LIST OF ATTACHMENTS

Attachment 1 CDRLs, 1 OF 2

Attachment 1 CDRLs, 2 OF 2

Attachment 2 DD 254

Attachment 3, Reference Information Sheets

Attachment 4, Past Performance Questionnaire

Attachment 5, Cost Summary Format

Attachment 6, Supporting Cost Data