

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-05-D-4328	2. DELIVERY ORDER NO. MUT1	3. EFFECTIVE DATE 09/27/2007	4. PURCHASE REQUEST NO. M00264-07-NR-55524
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5. ISSUED BY RCO Quantico 3250 Catlin Ave Quantico VA 22134-5001 regina.blue@usmc.mil 703-432-1667	CODE M00264	6. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD, BLDG 117 FORT MONROE VA 23651	CODE S5111A
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7. CONTRACTOR Flatter Associates 16 Center Street, Suite 201 Stafford VA 22556-8906	CODE 1YYU3	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office) SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213	CODE HQ0338
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13. TYPE OF ORDER	<input type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Flatter Associates	Tom Baker
NAME OF CONTRACTOR	SVP, Operations
SIGNATURE	TYPED NAME AND TITLE
	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA  
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: PREDEEN A AIYELAWO CONTRACTING/ORDERING OFFICER	09/27/2007	22. TOTAL
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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## **GENERAL INFORMATION**

This confirms acceptance of Flatter and Associates' proposal dated 21 September 2007. All terms and conditions of contract N00178-05-D-4328 are hereby incorporated.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2001	IET Study seeking technology improvements within Marine Corps University. (O&MN,N)	1.0 Lot	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	ODCs & Travel IAW JTR.	1.0 Lot	[REDACTED]

THE OFFEROR IS NOT REQUIRED TO PRICE CLINS FOR ODCS AND TRAVEL. UPON CONTRACT AWARD, A NOT-TO-EXCEED (NTE) AMOUNT WILL BE OBLIGATED FOR PARTS. (O&MN,N)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Marine Corps University

### IET Master Plan Study

### Statement of Objectives

**Purpose:** The purpose of this task order is to obtain an Information and Education Technology (IET) Master Plan for Marine Corps University (MCU) that supports and complements MCU's Strategic Plan and Facilities Master Plan.

**Period of Performance:** The period of performance is nine months from date of award.

**Place of Performance:** Work shall be primarily performed at the Marine Corps University campus aboard Marine Corps Base (MCB) Quantico to include, but not limited to:

Breckinridge Hall, 2076 South Street

Dunlap Hall, 2076 South Street

Ellis Hall, 2076 South Street

Geiger Hall, 2077 Geiger Road

Staff Non-Commissioned Officers Academy, 3078 Upshur Ave

Gray Research Center, 2040 South Street

National Museum of the Marine Corps, Triangle, VA

History Division, MCU campus

Training and Education Command, MCB Quantico

When required, information gathering trips of approximately 3 days in length may be authorized to visit each of the following sister-service Professional Military Education (PME) schools:

Marine Corps Base Camp Lejeune, NC

Marine Corps Base Camp Pendleton, CA

Army War College, Carlisle, PA

Air War College, Montgomery, AL

Army Command and General Staff College, Leavenworth, KN

Naval War College, Newport, RI

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Joint Forces Staff College, Norfolk, VA

National Defense University, Washington D.C.

**Background:** The Marine Corps established its first formal military school in 1891, when the School of Application opened to become the first residential training program for Marine officers. This school evolved into the Officers Training School in 1909 and became the nucleus of Marine Officer Instruction at Quantico following World War I. Realizing the benefits that would be obtained through additional education of officers as they progressed through their careers, additional courses of instruction were created. The first course, called the Field Officers Course, welcomed its first students in October 1920, and the second course, the Company Grade Officers Course, convened its first class in July 1921. These two courses, along with the basic Marine Corps Officer Training School, formed the foundation for what General John A. Lejeune termed "Marine Corps Schools". It was this beginning that formed the basis of the Marine Corps University as it exists today.

Additional programs and schools were established at Quantico in subsequent years, and in 1989, at the direction of then Commandant of the Marine Corps, General Alfred M. Gray, the independent Marine Corps schools were organized into MCU. In 1999, MCU was accredited by the Commission on Colleges of the Southern Association of Colleges and Schools, and today, in addition to its numerous professional development programs, MCU awards several Masters Degrees.

The mission of MCU is to develop, deliver, and evaluate professional military education and training through resident and distant education programs in order to prepare leaders to meet the challenges of operational environments. Preserve, promote and display the history and heritage of the Marine Corps.

The vision of the University is to parallel the excellence of our Corps with an educational institution that facilitates the continuing development of our leaders, skilled in the arts and sciences of war and capable of critical and creative thinking, sound judgment, and reasoned decision-making.

MCU consists of eleven principal schools and directorates:

- Marine Corps War College (MCWAR): The mission of MCWAR is to educate selected senior officers and civilians for decision-making during war and military operations other than war in a joint, interagency, and multinational environment. Marine Corps War College graduates are prepared to assume senior leadership positions of increasing complexity through the study of national military strategy, theater strategy and plans, and military support to those strategies within the context of national security policies, decision-making, objectives, and resources. MCWAR graduates receive a Master of Strategic Studies (MSS) degree.
- School of Advanced Warfighting (SAW): SAW provides a follow-on, graduate-level professional military education for selected field grade officers who have completed the Marine Corps or sister service command and staff college course. The course develops complex problem solving and decision making skills that can be used to improve the warfighting capabilities of an organization at the operational level of war. SAW graduates receive a Master of Operational Studies (MOS) degree.
- Command and Staff College (CSC): Informed by the study of history, language and culture, CSC educates and trains its joint, multinational, and interagency professionals in order to produce skilled warfighting leaders able to overcome diverse 21st Century security challenges. CSC offers students the option of completing the requirements for a Master of Military Studies (MMS) degree.
- Expeditionary Warfare School (EWS): EWS provides Marine Captains career-level professional military education and oversees their professional military training in command and control, MAGTF operations ashore, and naval expeditionary operations in order to enable them to command or to serve as a primary staff officer in their MOS, integrate the capabilities resident within their element of the MAGTF, integrate their element within the MAGTF, and understand the functioning of the other elements of the MAGTF.

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- School of MAGTF Logistics (SOML): SOML develops, delivers, and evaluates logistics education for the Marine Corps, and manages the logistics education continuum in order to increase the combat effectiveness of Marine Corps operating forces, Marine Forces Reserve, the supporting establishment, and Headquarters Marine Corps.

- Professional Development Program includes the Senior Leadership Development Program (SLDP), Lejeune Leadership Institute (LLI), and the Commanders Program. SLDP formalizes executive-level education, and blends leading-edge managerial techniques from sister-service, joint and corporate-university courses with USMC programs that explore visionary MAGTF employment concepts and capabilities, while remaining faithful to naval heritage, expeditionary culture, and warfighting ethos. The LLI mission is to advance the study and practice of leadership excellence throughout the Marine Corps, focusing on leader development founded upon USMC core values.

- Enlisted Professional Military Education (EPME): EPME provides curriculum development and guidance to USMC Staff Noncommissioned Officer Academies that provide enlisted Marines the requisite education and leadership training to enhance their professional qualifications in preparation for assuming duties of greater responsibility and for making a greater contribution to the Corps.

- Library of the Marine Corps: The Library of the Marine Corps serves the students, faculty, and staff of MCU and Marines throughout the world. Its collections of databases, books, journals, and reports are selected for their relevancy to Marine Corps Professional military education and University interest areas. The Library's Special Collection and Archives maintains approximately sixteen million pages of historical documents and audiovisual items, of which over 325,000 have been digitized and made available through the Internet.

- National Museum of the Marine Corps (NMMC): The 100,000 square foot structure is situated on a 135-acre site adjacent to the main gate of Marine Corps Base Quantico. World-class, interactive exhibits using the most innovative technology will surround visitors with irreplaceable artifacts and immerse them in the sights and sounds of Marines in action.

- Marine Corps Historical Division (HD): HD collects, records, preserves, and disseminates the cumulative operational and institutional experience of the Marine Corps.

- The College of Continuing Education (CCE): While not assigned directly to the University, the CCE is an integral part of the University's curriculum development and delivery for all distant education officer PME programs. The CCE is assigned operational control to the University's parent organization Training and Education Command (TECOM).

University-wide support functions are coordinated and managed by three MCU Vice Presidents:

- Vice-President for Academic Affairs (VP-AA): VP-AA manages MCU's institutional research, institutional effectiveness, and strategic planning programs. Additionally, the VP-AA develops academic policy and provides oversight of MCU's curricula development and its subsequent delivery.

- Vice-President for Student Affairs and Business Operations (VP-SABO): VP-SABO manages MCU's business operations to include administration, human resources, facilities and logistics, and informational technology.

- Vice-President for Instructional and Research Support (VP-IRS): VP-IRS is dual-hatted as the Director of the Gray Research Center and provides oversight of the Library of the Marine Corps and management of the MCU Conference Center. Additionally, the VP-IRS provides policy development and oversight of MCU's copyright control programs and audio-visual support.

the organizational chart for MCU:

The Officer Professional Military Education (OPME) 2006 Study, Chaired by General Charles Wilhelm USMC (Ret), concluded the University's Information and Education Technology (IET) infrastructure does not support the University's mission and if left unchanged would significantly impact the quality of education provided to both

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officer and enlisted Marines. Since the University's inception in 1989, the IET infrastructure to support the advances made in command, control and communications, collaborative planning, wargaming/simulation and automated curriculum development, delivery and management has not kept pace with education technological advances. The University does not have in integrated IET Master Plan.

The administration of the MCEN under the Navy and Marine Corps Intranet (NMCI) is irrelevant to this procurement for three reasons. First, NMCI is an IT administration vehicle that does not offer long-term IET for a PME institution. MCU does not intend to extricate itself from the NMCI. Rather, it views NMCI as an available resource for the organization to include in its overall IET. Secondly, arguably half of the MCU's mission and resources will never be serviced by the NMCI. In 2003 MCU gained authorization to stand up and maintain its own organic ".EDU" network. The .EDU network is the only IT tool used by the University's Library of the Marine Corps. Finally, NMCI does not have the capability to support the University's requirement to teach collaborative planning, wargaming/simulation, joint and combined communications best practices nor assist with curriculum management.

For a variety of reasons, MCU has traditionally lagged far behind its contemporary PME institutions within DOD and civilian academia in the area of IET. As an example, the U.S. Army's Command and General Staff College just completed construction of a \$115M academic facility. The IET infrastructure incorporated into this new state of the art facility was designed by the school's IET staff. This staff is composed of over 70 contract and government employees that conducted a three year design, test and evaluation study of a prototype classroom. MCU has no IET staff members. Resource limitations in terms of expertise, manpower, and finances keeps the University mired in the "close fight" versus taking a more strategic view. In fact, it is the lack of a long-term IET Master Plan along with a lack of modern facilities that prevents the university from attaining the "world class" status sought by the founding father of the University, General Alfred Gray. The recommendations from the Wilhelm Study and the Commandant's Planning Guidance, tasks the University with developing a new Facilities and IET Master Plan and identifying the resources need to attain "world class" status. These documents are available for review upon request. The University is in the process of revising the Facilities Master Plan and identifying the requirements for a Military Construction (MILCON) project to build a new academic instruction facility to house all the resident OPME schools, but it has neither the manpower nor expertise to develop the IET Master Plan.

A 2004 Penn State study on the organizational structure of MCU concluded that if MCU does not significantly alter its IET methods, its overall progress will be stifled. This study will be made available upon request. The Wilhelm Study stated, "The University's antiquated physical infrastructure and thoroughly inadequate IET infrastructure make it difficult to provide even a minimum level of support, let alone keep abreast of changes in joint commands and the broader defense establishment." While the findings above focus on the core mission of the University associated with curriculum design and delivery, the lack of an integrated IET Master Plan significantly degrades the University's Institutional Effectiveness (IE) program. The IE program provides the University's leadership with the data and information needed to make timely and accurate decisions regarding resource allocation. Without this data the University can not take advantage of opportunity cost savings from new and evolving concepts and in fact, has in the past allocated resources toward programs that did not meet the University's educational objectives nor support its mission. The current limitation is a lack of an integrated IET Master Plan.

Currently, MCU receives the overwhelming majority of its information technology/management support for routine business processes through the Navy-Marine Corps Intranet (NMCI). Information about NMCI is available at <http://www.nmci.navy.mil>. Information technology and management support for MCU academic activities and functions is disjointed, inadequate, and limited. The MCU IT Branch is responsible for the development and oversight of MCU IT policy and additionally is able to provide minimal assistance to MCU schools and offices. By design, IT management and support has been decentralized at the individual schools and staff sections and is provided primarily by uniformed personnel or civilian employees as an additional duty. The MCU IT Branch does not supervise or direct IT personnel within the schools and staff sections nor does it manage the education technology aspects of curriculum development. A small MCU IT Branch is part of the Office of the VP-SABO and consists of the following billets:

IT Branch Chief, GS-12

IT Operations Officer, Captain (vacant)

IT Operations NCO, Sergeant (vacant)

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IT Operations Technicians, Corporal (vacant)

Administrative Assistant, Lance Corporal (vacant)

MCU operates an academic internet domain and local area network ([www.usmc.edu](http://www.usmc.edu)) from within the Gray Research Center (GRC). Network support is provided by a contractor, and only activities physically located within the GRC are supported by this domain, network, and contract.

**Scope:** The IET Master plan must complement and support MCU's Strategic Plan and Facilities Master Plan. The scope of work includes all MCU PME institutions both resident and nonresident and directorates to include the National Museum of the Marine Corps, Professional Development, History Division and Gray Research Center. The Facilities Master Plan addresses an intermediate (5-10 years) horizon based on existing facilities and longer term (new academic instruction facilities) requirement. The IET Master Plan should support both planning factors. In addition, it must take into consideration the distance education technology initiatives being developed by the College of Continuing Education and Training and Education Command's Center for C2 Excellence MAGTF Battle Staff Training Facility initiative. Both the Facilities Master Plan and the MCU Strategic Plan are under revision and will be made available upon request.

**Program Objectives:** The IET Master Plan should address the enterprise architecture to include hardware, network design both classified and unclassified, software and the personnel support needed to accomplish the following functions:

Assessment of classroom design and functionality encompassing state of the art educational technology to support current and future facilities as identified in the Facilities Master Plan.

C2 Curriculum design, development and delivery, exercise design, wargaming, modeling and simulation to support the curriculum of all PME institutions.

Integration and rapid infusion of technologies in support of service and joint curriculum and exercise design.

Identify the requirements and assess current and emerging technologies that support both administrative and academic functions within MUC to include but not limited to curriculum design, development and delivery, student registry and data base management, library and archival support, institutional research and effectiveness, publication and dissemination of scholarly research and museum asset management.

Identify the requirements and assess current and emerging technologies that support a curriculum management system to document and track learning outcomes, course syllabi, requirements, and evaluations. The system should link resident and nonresident curriculum management systems.

Identification of the manpower and organizational structure needed to create an IET department within MCU that could implement then sustain IET Master Plan.

Cost estimate for each recommendation that is scalable and phased in concert with MCU's Strategic Plan and funding consideration.

Develop a Quality Assurance Surveillance Plan in accordance with FAR 46.4 with as a minimum standard of quarterly reviews of progress to date.



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## **SECTION D PACKAGING AND MARKING**

All Deliverables shall be packaged and marked IAW Best Commercial Practices and in accordance with Section D of contract N00178-05-D-4328.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance at destination (government's facility) by the designated Contracting Officer's Representative (COR).

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following firm items are from date of task order award through 9 months thereafter, estimated at:

CLIN 2001                      September 27, 2007 through July 31, 2008

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## SECTION G CONTRACT ADMINISTRATION DATA

G.1 Task Order Manager/Contracting Officer Representative (COR) will be provided after award.

### G.2 MAPS 52.232.9650 USMC WIDE AREA WORKFLOW IMPLEMENTATION (DEC 2004)

G.2.1 To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)," the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track invoices and Receipt/Acceptance documents electronically. The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) register to use WAWF-RA at <https://wawf.eb.mil> and (ii) ensure an electronic business point of contact (POC) is designated in the Central Contractor Registration site at <http://www.ccr.gov> within ten (10) calendar days after award of this contract/order.

G.3. Invoices shall be submitted on a monthly basis.

### G.4. SMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

G.4.1 To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site. The USMC WAWF-RA point of contact (POC) for this contract is Casey Evans and can be reached at (703)784-1928 or via E-mail: [casey.evans@usmc.mil](mailto:casey.evans@usmc.mil).

G.4.2 The contractor is directed to use the "2-in-1" format when processing invoices and receiving reports. When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

Contract Number: N00178-05-D-4328

Delivery Order: MUT1

Cage Code/Ext: 1YYU3

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Pay DoDAAC: HQO338

Issue Date: 27 September 2007

Issue By DoDAAC: M00264

Admin By DoDAAC: M00264

Ship To Code/Ext: M30400

Ship From Code/Ext "leave Blank"

LPO DoDAAC "Leave Blank"

Acceptor Email Address: [frederick.badke@usmc.mil](mailto:frederick.badke@usmc.mil)

Inspect By DoDAAC/Ext "Leave Blank"

G.4.3 In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By

DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the

WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo," "2-in-1," and "Cost Voucher" are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the Vendor Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either "Combo," "2-in-1," or "Cost Voucher" to download the instructions. Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

G.4.4 NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting

questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

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(End of clause)

Accounting Data

SLINID	PR Number	Amount
2001	M30400-07-SU-00112	543191.04
LLA :		
AA 177110627M0 250 00264 067443 2D M30400 7SU00112YUDN		
Standard Number: M30400-07-SU-00112		
3001	M30400-07-SU-00152	25000.00
LLA :		
AB 177110627M0 250 00264 067443 2D M30400 7SU00152YUDN		
Standard Number: M30400-07-SU-00152		

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 GENERAL**

Il terms and conditions of the basic contract shall be incorporated at award.

Reimbursement for travel will be in accordance with the Joint Travel Regulation (JTR). If the offeror chooses to increase this amount by applying burdens or for other reasons, the offeror must provide the basis/detail for the variance. If the difference is a result of the application of an allowable burden, the proposal shall provide the detailed calculation of the application of the burden.

### **H-2 NON-DISCLOSURE AGREEMENTS**

All Contractor personnel receiving access to Government data or data from another Contractor through this effort must provide a signed non-disclosure statement prior to start of work. This statement shall be submitted to the Contracting Officer with a copy to the Contracting Officer's Representative (COR). All non-disclosure agreements shall be signed by all Contractor personnel involved in this effort and returned within five (5) business days after receipt of award.

### **H-3 WORKING ON A GOVERNMENT INSTALLATION**

The Contractor shall provide each employee with an identification badge, which identifies, by photograph, the individual as an employee of the Contractor. These badges shall be worn at all times and presented for examination upon request from the Contracting Officer, COR, QA Personnel, Military Police, or any other Government Official with a need to see the badge.

The Contractor and his employees shall be subject to all traffic, security, and registration regulations for personnel and vehicles. Copies of current regulations may be obtained from the Contracting Officer.

All Contractor personnel attending meetings, answering Government telephones, working on site, where their Contractor status is not known to third parties, must identify themselves as Contractors, to include wearing ID badges, which identify them as Contractor personnel. Unless otherwise directed by the COR, all documents produced or revised by Contractors or developed through Contractor participation must be marked as "Contractor generated documents" or otherwise identified in a manner that discloses the contractor's participation.

### **H-4 AUTHORITY OF GOVERNMENT PERSONNEL**

The Contracting Officer is the only person who can legally modify a resulting contract or obligate the Government for expenditure of funds. Costs shall not be incurred by recipients of the solicitation in anticipation of receiving direct reimbursement from the Government.

Only the Contracting Officer has the authority to authorize deviation from the terms and conditions of any resulting contract, including deviations from specifications and requirements. In the event the Contractor does deviate, without written approval of the Contracting Officer, such deviations shall be at the risk of, and any cost related thereto shall be borne by the Contractor. Any matter concerning a change to the scope, prices/costs, terms, or conditions of this contract shall be referred to the Contracting Officer.

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## H-5 ORGANIZATIONAL CONFLICT OF INTEREST

The term “Organizational Conflict of Interest” means the following: (1) 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; (2) or the person’s objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.

The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.

The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.

If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a Program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest, the Contractor shall notify the Procuring Contracting Officer (PCO) in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the PCO within ten (10) days after receipt of the Government directive. A written determination shall be made by the PCO. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the PCO.

If the Contractor assists under this contract in the preparation of a Statement of Work, or provides material leading directly, predictably, and without delay to a Statement of Work, to be used in the competitive procurement of a system or services, the Contractor shall not supply the services, or the system or major components thereof either as a prime or sub-Contractor or act as a consultant to the prime or 1st tier sub-Contractor, for a period of two years after the duration of the initial production contract, unless: (1) It is the Sole Source; (2) It has participated in the development and design work; or (3) More than one Contractor has been involved in preparing the work statement.

In the performance of this contract, the Contractor has access to data that is proprietary to other companies. Therefore, the Contractor agrees to protect such data from unauthorized use or disclosure so long as it remains proprietary. The Contractor further agrees that it will not utilize such proprietary data in supplying the systems, subsystems, or components thereof, procured either through sealed bidding or negotiating, which results directly from the work performed under this contract. The Contractor further agrees that it will not utilize such proprietary data in the performance of other contracts, so long as it remains proprietary. This provision is not intended to protect proprietary data furnished voluntarily by companies without limitations as to use, or data that falls into those provisions stated elsewhere in this clause.



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In accordance with FAR 9.505-4(b), Obtaining Access to Proprietary Information, a contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Contractor shall provide copies of these agreements to the Contracting Officer, who will ensure that they are properly executed.

The Contractor is obligated to protect from unauthorized use or disclosure all Government cost and budgetary information, sensitive or classified material and Government held proprietary data obtained in the course of performance of services under Government contract so long as such data remains proprietary or classified. Neither Government nor Contractor employed personnel shall publish, divulge, disclose or make known this information in any manner or to any extent not authorized by law. Any information obtained in the course of official duties or the performance of services under any contract whereby information may be made available for use which relates to the technical data, trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association is included in this clause.

The Contractor agrees that it will not utilize any information or proprietary data, to which it has access in the performance of this contract, for any private gain or to furnish supplies or services to the Department of Defense (either as a prime Contractor or sub-Contractor) or act as a consultant to a potential offer, in connection with an item or other matter associated with and/or related to the equipment, components, sub-components, and/or piece parts of equipment to which the restrictive data applied.

The foregoing is not intended as an exhaustive list of situations, which might involve an organizational conflict of interest. For situations not described in this clause which might involve such conflict of interest the Contractor shall refer to FAR Part 9 and ask the Contracting Officer for a determination as to whether an organizational conflict of interest exists or might exist in the particular situation.

For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor or assignee of the Contractor.

The Contractor hereby agrees that their firm will not participate as a prime or sub-Contractor in any Department of Defense competitive procurements that result from the design specifications or other services performed under this contract, for a period of five (5) years after completion of the contract. Nothing herein shall preclude the Contractor from contracting for or furnishing supplies or services that

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are unrelated to and not the consequence of services or data furnished under this contract.

The Contractor shall not release the results of the study/report in any form (interim, draft and final reports) to any person or agency, including those within the Department of the Navy, without prior written approval of the Contracting Officer except as specified in this contract. All interim, draft and final reports prepared by the Contractor under this contract shall conspicuously display on the outside front cover the following disclaimer: **VIEWS, OPINIONS AND OR FINDINGS CONTAINED IN THIS REPORT ARE THOSE OF THE AUTHOR(S) AND SHOULD NOT BE CONSTRUED AS AN OFFICIAL DEPARTMENT OF THE NAVY POSITION, POLICY, OR DECISION UNLESS SO DESIGNATED BY OTHER OFFICIAL DOCUMENTATION.**

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## **SECTION I CONTRACT CLAUSES**

All terms and conditions of the basic contract N00178-05-D-4328 are hereby incorporated.

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## **SECTION J LIST OF ATTACHMENTS**

Organizational Chart for MCU

Non-Disclosure Agreement (1) Corporation (2) Individual

University Strategic Plan

2006 Officer Professional Military Education Study