

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 24-Nov-2009	4. REQUISITION/PURCHASE REQ. NO. 91908169		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NUWC, KEYPORT DIVISION 610 Dowell Street Keyport WA 98345-7610 jennifer.rooney@navy.mil 360-315-3872	CODE N00253	7. ADMINISTERED BY (If other than Item 6) DCMA TWIN CITIES B.H. WHIPPLE FEDERAL BUILDING, ROOM 1150, 1 FEDERAL DRIVE FT. SNELLING MN 55111		CODE S2401A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Applied Technical Systems 3505 NW Anderson Hill Rd., Suite 200 Silverdale WA 98383	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4684-FY01
	10B. DATED (SEE ITEM 13) 28-Jun-2007
CAGE CODE 2T143	FACILITY CODE 004821021

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.243-2 Changes- Cost Reimbursement

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Felicia H. King, VP/CFO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monique A Klose, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Felicia H. King (Signature of person authorized to sign)	15C. DATE SIGNED 24-Nov-2009	16B. UNITED STATES OF AMERICA BY /s/Monique A Klose (Signature of Contracting Officer)	16C. DATE SIGNED 24-Nov-2009

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## GENERAL INFORMATION

The purpose of this modification is to incorporate Pending Change 8 and correct funding for SLIN 1200.

Accordingly, said Task Order is modified as follows:

### PC-8

CLIN	Current Ceiling	Labor	Fee	New Ceiling
1200	\$1,190,983.38	\$5,209.00	\$208.00	\$1,196,400.38
1300	\$1,327,348.15	\$46,505.00	\$1,860.00	\$1,375,713.15

Corrected Funding				
CLIN	SLIN	Current Amount	Modification Amount	New Amount
1200	04	\$55,000.00	\$43,000.00	\$98,000.00
1200	08	\$43,000.00	(\$43,000.00)	\$0.00

Exercised Ceiling has been increased from \$5,746,407.99 to \$5,751,824.99.

Funding has not been increased from 5,696,015.15

Contract ceiling has been increased from \$7,075,866.00 to \$7,124,230.60

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Transition/Phase- In Period to provide Information Technology (IT) Support Services per Performance Work Statement (WCF)	1.0 Lot	\$3,330.00	\$133.00	\$3,463.00
1001	Base Period, Twelve Months. Provide Information Technology (IT) Support Services per the Performance Work Statement. (WCF)	1.0 Lot	\$2,201,669.45	\$87,087.55	\$2,288,757.00
100101	Incremental Funding for Base Period. (WCF)				
100102	Modification 01. Incremental Funding, Base Period. (WCF)				
100103	Modification 01. Incremental Funding, Base Period. (WCF)				
100104	Modification 01. Incremental Funding, Base Period. (WCF)				
100105	Modification 01. Incremental Funding, Base Period. (WCF)				
100106	Modification 01. Incremental Funding, Base Period. (WCF)				
100107	Modification 02. Incremental Funding, Base Period. (WCF)				
100108	Modification 05				

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decreases this  
SLIN by \$3742.50  
due to increased  
funding provided  
under SLINs  
100110, 100111,  
and 100112.

Modification 04  
decreases this  
SLIN by  
\$50,000.00 to  
shift to ODC  
SLIN.  
Modification 02.  
Incremental  
Funding, Base  
Period. (WCF)

100109 Modification 04  
decreases this  
SLIN to  
\$29,447.33.  
Modification 02.  
Incremental  
Funding, Base  
Period. (WCF)

100110 Modification 05  
increases this  
SLIN to  
\$30,004.50.  
Modification 02.  
Incremental  
Funding, Base  
Period. (WCF)

100111 Modification 05  
increases this  
SLIN to  
\$89,566.17.  
Modification 04.  
Incremental  
Funding, Base  
Period. (WCF)

100112 Modification 05  
increases this  
SLIN to  
\$25,000.00.  
Modification 04.  
Incremental  
Funding, Base  
Period. (WCF)

1100	First Option Period - Twelve Months. Provide Information Technology (IT) Support Services per Performance Work Statement. (WCF)	1.0 Lot	\$2,024,623.69	\$80,832.00	\$2,105,455.69
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110001 Modification 06

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exercises Option  
Year 1 and  
provides  
incremental  
funding in the  
amount of  
\$410,708.00.  
(WCF)

110002 Modification 06  
exercises Option  
Year 1 and  
provides  
incremental  
funding in the  
amount of  
\$15,500.00. (WCF)

110003 Modification 06  
exercises Option  
Year 1 and  
provides  
incremental  
funding in the  
amount of  
\$24,000.00. (WCF)

110004 Modification 08  
increases the  
funding for this  
SLIN from  
\$36,300.00 by  
\$10,000.00 for a  
new funded amount  
of \$46,300.00.  
Modification 06  
exercises Option  
Year 1 and  
provides  
incremental  
funding in the  
amount of  
\$36,300.00. (WCF)

110005 Modification 06  
exercises Option  
Year 1 and  
provides  
incremental  
funding in the  
amount of  
\$44,000.00. (WCF)

110006 Modification 08  
provides  
incremental  
funding in the  
amount of  
\$170,000.00.  
(WCF)

110007 Modification 09  
provides  
incremental  
funding in the

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amount of  
\$101,250.00 in  
support of WOW.  
(WCF)

110008 Modification 09  
provides  
incremental  
funding in the  
amount of  
\$33,750.00 in  
support of WOW.  
Modification 10:  
Increase funding  
from \$33,750 to  
\$50,950 (WCF)

110009 Modification 09  
provides  
incremental  
funding in the  
amount of  
\$1,148,081.00 in  
support of Code  
19. MOD 10 -  
Increase funding  
from  
\$1,148,081.00 to  
\$1,191,052.54  
MOD 11 - Increase  
funding from  
\$1,191,052.54 to  
\$1,202,867.69  
(WCF)

110010 Modification 09  
provides  
incremental  
funding in the  
amount of  
\$19,940.00 in  
support of Code  
30. MOD 10 -  
Increase funding  
from \$19,940.00  
to \$39,880.00  
(WCF)

1200	Second Option Period - Six Months. Provide Information Technology (IT) Support Services per the Performance Work Statement. MOD 11- Removal of Hawaii personel decrease ceiling from \$1,108,341.12 to \$1,053,541.38 MOD 13 - Increase ceiling from	1.0 Lot	\$1,150,327.56	\$46,072.82	\$1,196,400.38
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\$1,053,541.38 to  
 \$1,148,493.38  
 MOD 14 - Increase  
 ceiling from  
 \$1,148,493.38 to  
 \$1,192,483.38  
 MOD 14 - Move  
 ceiling of  
 \$1,500.00 to CLIN  
 3200; Reduce  
 ceiling from  
 \$1,192,483.38 to  
 \$1,190,983.38  
 MOD 15 - Increase  
 ceiling from  
 \$1,190,983.38 to  
 1,196,400.38  
 (WCF)

120001 Incremental  
 Funding MOD 11  
 Increase funding  
 -Mod 14 from  
 \$527,890.54 to  
 \$793,990.54 (WCF)

120002 Incremental  
 Funding MOD 11  
 (WCF)

120003 Incremental  
 Funding MOD 11  
 (WCF)

120004 Incremental  
 Funding MOD 11  
 Mod 15 - Increase  
 funding from  
 \$55,000.00 to  
 \$98,000.00 (WCF)

120005 Incremental  
 Funding MOD 14  
 (OTHER)

120006 Incremental  
 Funding MOD 14  
 (WCF)

120007 Incremental  
 Funding MOD 14  
 (WCF)

120008 Incremental  
 Funding MOD 14  
 Mod 15 - Decrease  
 Funding from  
 \$43,000.00 to  
 \$0.00 (WCF)

1300 Third Option 1.0 Lot \$1,322,800.41 \$52,912.74 \$1,375,713.15  
 Period - Six  
 Months. Provide  
 Information  
 Technology (IT)

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Support Services  
per Performance  
Work Statement.  
MOD 11- Removal  
of Hawaii  
personel decrease  
ceiling from  
\$1,112,420.89 to  
\$1,057,621.15.  
MOD 13- Increase  
ceiling from  
\$1,057,621.15 to  
\$1,207,809.15  
MOD 14- Increase  
ceiling from  
\$1,207,809.15 to  
\$1327348.15  
MOD 15- Increase  
ceiling from  
\$1,327,348.15 to  
\$1,375,713.15  
(WCF)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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3000	Transition/Phase- In Period. Other Direct Costs in support of CLIN 1000. (WCF)	1.0 Lot	\$0.00
3001	Modification 04 increases the ODC Ceiling by \$50,000.00. Base Period, Twelve Months. Other Direct Costs in support of CLIN 1001. (WCF)	1.0 Lot	\$136,792.00
300101	Modification 01. Incremental Funding for Base Period. (WCF)		
300102	Modification 04 increases the ceiling of this SLIN by \$50,000.00. Modification 02. Incremental Funding for Base Period. (WCF)		
3100	First Option Period - Twelve Months. Other Direct Costs in	1.0 Lot	\$10,292.00

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	support of CLIN 1100. (WCF)		
3101	BASE CLOSURE DEC 22, 2008. MOD 10 (WCF)	1.0 Lot	\$7,055.46
3200	Second Option Period - Six Months. Other Direct Costs in support of CLIN 1200. MOD 11-Removal of ODC for Hawaii, Decrease ceiling from \$5,146.00 to \$2,109.46 MOD 14 - Move ceiling of \$1,500.00 from CLIN 1200; Increase ceiling from \$2,109.46 to \$3,609.46 (WCF)	1.0 Lot	\$3,609.46
320001	Incremental Funding MOD 11 Mod 14- Increase funding from \$2,109.46 to \$3,609.46 (WCF)		
3300	Third Option Period - Six Months. Other Direct Costs in support of CLIN 1300. MOD 11-Removal of ODC for Hawaii, Decrease ceiling from \$5,146.00 to \$2,109.46 (WCF) Option	1.0 Lot	\$2,109.46

Note 1: The total of the items outlined on Attachment 9 to Section J, should equal the total cost of CLINs. If there is a discrepancy between the total identified on Attachment 9 and the CLIN price identified in Section B, the Section B CLIN price will be held to be the intended proposed price.

Note 2: Questions: Offerors shall submit/post questions regarding this solicitation via the SEAPORT-e Portal. In the event of system outages, offerors may submit questions requesting clarification via electronic mail to Monique Klose at the following address: KloseM@kpt.nuwc.navy.mil. ALL questions shall be posted/received within seven (7) days after issuance of the solicitation. Questions received after that time will not be entertained. Questions will be addressed via amendments to the solicitation.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)  
INFORMATION SUPPORT SERVICES  
NUWC, DIVISION KEYPORT

### 1.0 GENERAL REQUIREMENTS AND INFORMATION

1.1 Background: The Naval Undersea Warfare Center (NUWC), Division Keyport is migrating to the Department of the Navy's requirement of an enterprise wide network and computing environment with standard architecture and services, and a uniformly high level of security. Federal statutes, Department of Defense and DON directives provide the overarching policy that governs and operates within the bounds of that policy. Applications developed for the Navy Marine Corps Intranet (NMCI) environment should require no desktop components or plug-ins to operate and only use an Internet Browser (Microsoft Explorer or Netscape).

1.2 Background Scope: NUWC Division Keyport has a requirement for Information Technology Support of the corporate infrastructure. The contractor shall provide personnel with professional, technical skills to support the IT tasks of this facility that are outside the cognizance of the NMCI contract, including support of new and existing applications and programs that may or may not be linked to the Research Development Test and Evaluation (RDT&E) network.

1.3 Location: Primary locations are NUWC, Division Keyport, Keyport Bangor Annex, KB Docks (Sub Base Bangor), Ford Island and Pearl Harbor at Detachment in Hawaii. Primary work areas are at NUWC Division Keyport; ~~NUWC Detachment Hawaii (Ford Island and Pearl Harbor)~~-(MOD 11) Travel to other locations. Estimate two local area trips and two long distance trips per twelve (12) month options to provide General IT support. For estimating purposes, assume travel will be to Hawaii and the duration of the travel will be for four (4) days. ~~There is a requirement for daily to weekly travel between Ford Island and Pearl Harbor to provide IT Support. A government vehicle is not available for use. Estimate two trips per option from Pearl Harbor to Kauai for a duration of two to three days.~~(MOD 11)

1.4 General Support: The tasks listed will all require services which include but are not limited to the following: corporate network support, help desk customer support, process automation and SUN administration support, documentation of processes and procedures, presentation of materials and techniques, technical briefs and presentations written or verbal, and training sessions to user groups based on areas of expertise. Metrics, metric charting, and data collections to support metrics may be required of certain tasks to measure production, availability, and performance. Development of new metrics may be required.

The contractor shall follow all federal, state, and NUWC Division Keyport regulations where applicable for safety, services and information handling.

Any effort undertaken by the contractor pursuant to oral direction and instructions, other than in accordance with the provisions herein, shall be at the contractor's risk and expense.

1.5 A Cost Plus Fixed Fee (CPFF) task order is planned for the base period of one year, one twelve month option and two six month options. During the first option period the NMCI contract is expected to be in place and functioning which could result in a decrease in the level of effort previously required.

1.6 For a period of one year there were approximately twenty nine (29) full time equivalents (FTE) minus two of those tasks that were converted over to Government. The follow-on PWS requires 2 additional tasks. ~~The additional FTE effort is required in paragraph 2.1.2 and 2.2.4 through 2.2.6 Hawaii (1.5 FTE)~~, (MOD 11) and paragraph 2.9 Project Support (1 FTE). A decrease in the level of effort is expected to occur during the option periods for the reasons stated in Paragraph 1.5.

### 2. TASK ORDER PERFORMANCE REQUIREMENTS

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## 2.1 Corporate Network Support.

Provide technical support in the design, installation, maintenance, operation, troubleshooting, upgrading and re-configuration of Keyport's corporate network components and cable facilities. Appendix A-lists required skills and a variety of networking hardware and software supported under this task. Duties include, but are not limited to:

- Respond to trouble tickets upon receipt, acknowledge receipt via email, phone call, or site visit, perform the required function and close out the tickets.
- Provide support of TCP/IP network connectivity, modern network troubleshooting tools and sophisticated test equipment (OTDR's, Cat5 testers, etc.).
- Support networks including thin-wire, Category 5 UTP, and fiber optic installations and interconnectivity requirements, and various network modernization projects.
- Install, troubleshoot, and provide preventative and corrective maintenance repair of the Baseband (thin-wire) cable system, which includes providing Time Domain Reflectometer (TDR) prints of cable to insure conformance and fault isolation techniques for potential Baseband related problems.
- Install, troubleshoot, and provide preventative and corrective maintenance and repair of Voice-over-IP telephones (Cisco Sys Inc) and associated voice mail.
- Install, troubleshoot and provide preventative and corrective maintenance and repair of the Category 5 twisted pair cable system.
- Install new application equipment that provides physical and logical interface between the disparate transmission media.
- Install, troubleshoot, and provide preventative and corrective maintenance and repair of the fiber optic cable system. Maintain fiber optic cable and provide OTDR prints of work performed on current and future fiber implementations.
- Install, configure and test newly procured equipment, which interfaces users and/or systems to data communication networks.
- Install, configure, and test network related equipment at the desktop level, which interfaces users and/or systems to data communication networks.
- Repair network related equipment, (which includes bridges, switches, routers, multiplexers) on an Electrostatic Discharge (ESD) workbench. Repair faulty units or components on-site or send to a commercial repair center or the vendor if under warranty.
- Repaired units or components shall be returned to storage and an equipment report must be completed.
- Perform remedial maintenance, as required and periodic preventative maintenance on the data communications cable plant.
- Install, move, configure, maintain, monitor performance, test, diagnose, and resolve problems for all network hardware and software components.
- Update and maintain network engineering and operation documentation.

Work in confined spaces, which are sometimes hazardous, may be required. This work includes, but is not limited to, manhole access to underground cable vaults and conduit/duct systems, that may require the use specialized safety equipment (i.e., portable gas monitors). Aerial cable work is required. This work will be performed in compliance with all Federal, State, Local, NUWC Division Keyport and all applicable safety regulations. Installation of outside cable plant may require the use of specialized equipment, which includes, but is not limited to:

- A vehicle with cable reel
- Aerial cable lashing machine
- Aerial work platform (man-lift)

The installation of systems may require use of a leased vehicle, rental of special equipment to support emergent services, and minor parts to perform repairs.

### 2.1.1 DELETED IN ENTIRETY (MOD 11)

~~Duties required but not limited to:~~

- ~~• Provide Network related help desk support for customer trouble calls including installation, troubleshooting, preventative and corrective maintenance repair of network cabling (CAT 5/6, Fiber Optic, Thin-wire) and ancillary network equipment (i.e. routers, hubs, etc..)~~

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- ~~Provide installation and testing of new application equipment that provides physical and logical interface between the disparate transmission media (includes but not limited to routers, switches, hubs, etc.)~~
- ~~Provide installation, configuration, and testing of network related equipment at desktop level, which interfaces users and/or systems to data communications networks.~~

Note: References specific to this task are provided in attachment 1.

## 2.2 Corporate Customer Support.

Provide technical support for the operations, installation and maintenance of existing, new, and upgraded hardware and software within a NIPRNET and SIPRNET environment that are outside the cognizance of the Navy Marine Corps Intranet (NMCI) contract.

The hardware, software, and collaboration tools include but are not limited to: desktop and laptop computers, workstations, terminals (connected to a host), printers, modems, network interface cards, external disk drives, custom software, operating systems, and Video teleconferencing (VTC), Share Point Services, and multi-media installations.

Provide customer support that includes the Computer Repair Facility, Desktop/Laptop computers and Peripheral support, Help Desk support. Appendix B lists the minimum skills required including a list of supported hardware and software.

### 2.2.1 Help Desk Support.

- Operate an on-site IT Help Desk during the core hours of 0600-1730 (M-F) and resolve questions related to Desktop issues with a “first call resolution” goal of a minimum of 70%.
- Record and assign all trouble calls that come into the Help Desk using designated call-tracking software. Escalate or forward trouble tickets that cannot be resolved to the appropriate team or individual.
- Monitor IT systems and services and notify the appropriate team or individual when a failure occurs on one or more of the following services/applications:
  - o Remote Access Services (RAS)
  - o Virtual Private Network (VPN)
  - o Electronic Mail
  - o Networking Services
  - o Customer Open Calls
  - o Corporate Applications accessibility
- Document procedures and processes created or used to support resolution.

### 2.2.2 Desktop and Peripheral Support.

Provide analytical and technical on-site support for the operations of desktop/laptop computers, workstations and peripherals on corporate hardware within NIPRNET/ SIPRNET environments. Design, develop, and maintain installations of a variety of client operating systems, including but not limited to activities associated with the investigation of new operating systems, installation techniques and options, the maintenance and updates for new and existing operating systems, and the configuration of the many different components of the workstation operating system to provide for reliable and stable integration into the Keyport environment.

- Upon receipt of request (trouble ticket), provide status to the customer within 60 minutes after receipt.
- Install, maintain, and troubleshoot user application software and system configurations
- Develop and maintain configurations for a variety of client computing systems, such as workstations, laptops, and handheld computers. This includes the configuration, integration, and support for a variety of peripheral devices such as printers, scanners, external storage devices, audio/video devices, and other accessories
- Update system and office automation configurations, in accordance with the baseline to current standards, software versions/releases, and solve user initiated configuration problems.
- Ensure latest virus protection versions are available for users to download.

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- Provide customer support via the network, the telephone, or personal on-site visits to identify, troubleshoot, analyze, and resolve “desktop systems” errors.
- Create and maintain server based print queues
- Assign/modify local and domain-wide permissions
- Utilize automated centralized management techniques for software deployment, maintenance, and configuration.
- Provide support and training on defined corporate software and office suite baselines (such as MS Office, Windows 2000, Windows XP).

### 2.2.3 Computer Repair Facility.

Provide support for desktop and laptop computers, printers and monitors. Support includes but is not limited to:

- Acknowledgement of trouble calls and heat-tickets with a goal of within 60 minutes of receipt
- Perform PC workstation installation, troubleshooting, preventative and corrective maintenance of all Government controlled hardware. (Non NMCI hardware/equipment).
- Maintain an estimated 1800 system units, monitors and keyboards, 250 laser/inkjet printers.
- Identify hardware problems and recommend disposition to the customer if spare stock is not available.
- Evaluate hardware/software compatibility. Provide hardware upgrade and replacement recommendations.
- Provide customers with estimated upgrade/repair costs and turn-around time. Prioritize workload based on emergent customer requirements.
- Design, create, and maintain standardized client images for deployment purposes
- Replaced parts shall be salvaged and reutilized as spare replacement parts. Hardware covered under warranty shall be shipped to the vendor and the customer shall be notified on return of the item.

### 2.2.4 DELETED IN ENTIRETY (MOD 11)

~~Provide and maintain systems configuration documentation of all Hawaii based computer hardware.~~

- ~~• Provide specific support for Remote Access Services, Electronic Mail Services 2003, NT/200XP Servers, System Management, DHCP Services and Active Directory Services. Interface with NUWC Division Keyport Code 19 is required.~~
- ~~• Ensure workstation/server backup/are running to provide backups and to recover data when required.~~
- ~~• Provide assistance in Tri-annual inventory for all of NUWC Division Keyport computer hardware that is not NMCI owned and operated.~~
- ~~• Provide assistance in facilities layout/liason services for IT-related issues with the Facilities Coordinator for movement of equipment.~~
- ~~• Provide required documentation for shipping of material and equipment for return shipments (to vendor) or warranty repair shipments.~~
- ~~• Provide miscellaneous support work that may also include draft presentation materials, tech brief input, charts and metrics, draft technical documentation of procedures, and ad-hoc verbal presentations and training sessions to user groups relating to IT applications and support.~~

### 2.2.5 DELETED IN ENTIRETY (MOD 11)

~~The contractor is required to provide PC workstation support for approximately 250 PC workstations with windows based operation systems, including various printers, scanners, and associated hardware that are NUWC Division Keyport assets and outside the NMCI contract.~~

- ~~• Provide PC based Server Help Desk support for both local and field servers ( Pearl Harbor and Ford Island)~~
- ~~• Provide PC workstation/server installation on non-NMCI new or re-used systems. Hardware problems shall be identified and recommendations on hardware procurement issued to the customer if spare stock is not available.~~

### 2.2.6 DELETED IN ENTIRETY (MOD 11)

- ~~• Provide software and hardware upgrade, update, and replacements as required for Window 98, 2000, and XP Client and Server systems. Replaced parts shall be salvaged and reutilized as spare replacement parts. Hardware covered under warranty shall be shipped to the vendor and the customer shall be notified on return of the item.~~
- ~~• Provide customers with estimated repair costs and turn around time if new parts or software is required. Prioritize workload based on emergent customer requirements.~~

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- ~~Provide installation, maintenance, and troubleshooting of user application software and hardware system as required.~~
- ~~Perform updates to application software such as but not limited to office automation configurations, as they become outdated.~~
- ~~Provide customer support via the network, telephone or personal on-site visits as part of problem resolution.~~
- ~~Provide nominal procedural documentation as deemed necessary to assist customers to more efficiently operate the application software.~~
- ~~Coordinate with NUWC Division Keyport Code 19 personnel for installation, testing, troubleshooting, operation and maintenance of locally located windows based servers. Plan and schedule availability, serviceability, and recoverability of installed systems.~~
- ~~Provide administrative (accounts, log-on, etc.) and security (folders, files etc.) support for customers.~~
- ~~Provide analysis and resolution of hardware/software interface and interoperability problems as necessary for continued system operation.~~
- ~~Troubleshoot DMS client and server system problems. If unable to resolve locally report problem to the Helpdesk at NUWC Division Keyport.~~
- ~~Upgrade DMS client machines as required.~~
- ~~Install Turbo Prep and Common Message Processor (CMP) message authoring software for message drafters as required.~~

Note: References specific to this task are provided in attachment 1.

### 2.3 Corporate Web Support.

Provide the following web support utilizing such software as Microsoft Office, HTML, Microsoft Front Page and Microsoft Share Point.

- Design, create and maintain NUWC Division Keyport's intranet and internet web sites for numerous internal and external links and sites
- Implement new technologies as they become available
- Implement inter-agency and other Federal requests and mandates for changes to existing web sites
- Administer Web Servers using Microsoft Internet Information Servers (IIS) and various web technologies listed in Appendix C.
- Design, maintain, and install Web pages on the Intranet.
  - o Provide training materials and procedures related to web pages.
  - o Prepare help guides for publication on the Intranet.
  - o Design, develop, and maintain client systems for remote access/mobile computing activities, which includes host and client components
  - o Documenting procedures and processes developed, supplied or modified for customer support and problem resolution.

#### 2.3.1 Server Support.

Provide analytical and technical on-site support for the operations of windows based servers. Provider shall rigorously attempt to achieve 99.9% availability for all Keyport Corporate Servers. Provider's responsibilities shall include, but are not limited to, the following:

- Call the customer with a goal of within 30 minutes of receipt prior to acknowledgment of a new trouble-ticket
- Plan and coordinate installation, testing, troubleshooting, operation and maintenance of hardware and software systems for all corporate windows-based servers
- Plan and schedule the installation of new and modified hardware/ software, allocating system resources, managing accounts, network rights, and access to systems and equipment
  - o Provide resource utilization and capacity planning support which includes but is not limited to: base-lining utilization of server resources (CPU, memory, storage space, backup capacity),
  - o Monitoring of the server resources to identify utilization/consumption trends, and projecting when resource utilization/consumption will be such that delivery of services by the servers falls below acceptable performance levels
- Perform server backups to provide for system restoration, file and database recover, and disaster recovery. Certify that backups were completed successfully
- Recover, reload, and restore files, server volumes, and databases as required to provide immediate user access to required data
- Implement security procedures and tools

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- Resolve hardware/software interface and interoperability problems
- Ensure system functionality, integrity, and efficiency
- Provide Internet Information Services Web administration support
- BREEZE Support
- Creation of Sharepoint sites
- Perform periodic backup and recovery of systems from backup media to ensure integrity of backups.
- Maintain systems configuration; manage the installation and integration of system patches, updates, and enhancements.

These systems may include:

- Internet Information Services
- Microsoft 2000, and 2003 Servers
- System Management
- Software Update Services
- Load-Balancing/Clustering Services
- SharePoint Services
- Server Certificate Services
- Application Center
- Microsoft Operations Manager (MOM)
- Breeze

Note: References specific to this task are provided in attachment 1.

#### 2.4 Corporate Process Automation Support.

Follow Navy initiatives, Federal regulations, industry standard Capability Maturity Model Integrated (CMMI) III process guidelines, and Business Process Automation Team Development Standards and Guidelines. This requirement includes:

##### 2.4.1 Seamless Warfare Center Help Desk Support

Provide analytical and technical on-site support for the Seamless Warfare Center (SWC) resolving questions related to applications and systems residing on SWC with a “first call resolution” goal of a minimum of 70%. Provide metrics from the applications residing on SWC.

- Provide SWC Help Desk support during the core hours of 0600 – 1430 (M-F).
- Record and assign all trouble calls that come into the SWC Helpdesk using designated call-tracking software. Escalate or forward trouble tickets that cannot be resolved to the appropriate team or individual.
- Work with customers throughout the NAVSEA community providing information on how to use/access applications on SWC.
- Support Sharepoint Services and sites on the SWC including creating new sites, and providing access to the sites.
- Support Macromedia Breeze requests for service on SWC.
- Create monthly metrics to support applications on SWC and provide to government POCs.
- Have in-depth knowledge of Office Suite toolset and use of Excel for creating metrics

##### 2.4.2 Application Program Development and Analysis.

Provide system design documents in accordance with CMMI process guide lines. All application development shall meet, but not be limited to, the following requirements:

- Newly developed applications must not affect system performance
- New releases of software must maintain previously provided functionality along with enhanced capabilities and systems corrections that meet the defined requirements.
- Newly developed and enhanced applications shall be delivered as fully tested and operational and shall conform to the operational environment and specified user requirements prior to release.
- Conversion projects shall provide parallel processing and/or system validation of the old and new systems prior to implementation.

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#### 2.4.3 Relational Database Management Support.

Provide configuration control and application tuning for corporate applications. Support development of associated database procedures, database triggers, permissions, synonyms, indexes, and grants within the database system using Oracle versions 8.15 or later, and Microsoft SQL Server 2000 or later. All database designs will comply with third normal form. SQL shall be the language used for the data definition language (DDL) as well as the database server database manipulation language (DML).

#### 2.4.4 Training Support.

Provide training support associated with system implementation, including detailed functionality of software modules, classroom exercises given in either formal classroom training and/or one-on-one sessions.

- Training shall be performed for the organization in various configurations such as an all hands notice to users, to groups (i.e. sponsors, teams), and one-on-one.
- The Training Plan shall detail functionality of software modules and shall provide exercises for training participants to follow and it shall be in written format as well as a format suitable for overhead projection. The level of training support shall be determined during individual project development.

#### 2.4.5 Post Implementation Support.

Provide support required after implementation. This includes responding to Helpdesk (trouble) requests for bugs and minor modifications reported or as assigned by the BPA team leader.

#### 2.4.6 Quality Control.

Provide thorough testing of all new and changed application systems to preclude failures in a production environment. General testing may include, but is not limited to the following test plans:

- Developer Test Plan
- QA Test Plan
- Underlying Data Test Plan
- Beta (User) Test Plan
- Beta (User) Test Plan using Software Test Plan
- Conduct Quality Assurance testing and provide written documentation of results

#### 2.4.7 Computer System Analyst Support.

Provide support for specified Business Process Automation Projects, which includes, but is not limited to:

- Research routine user problems and report to BPA Lead for disposition.
- Recommend modifications to established processes/practices to streamline development standards.
- Monitor compliance with processes and quality relating to industry standard software development processes.
- Audit software products and report/track any non-compliance issues.
- Prepare reports/metrics from specified applications.

Note: References specific to this task are provided in attachment 1.

### 2.5 Corporate Operational Support. Provide the following on-site support for the IT Department:

#### 2.5.1 Production Support.

- Compute amount of material needed for production requirements
- Coordinate and expedite onsite piece parts, material, and equipment in accordance with production and shipping schedules or department priorities.
- Requisition parts and ensure delivery in accordance with job order priorities and anticipated availability of material.

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- Provide status of ordered materials to the requestor weekly.
- Perform inspection upon receipt of material. Verify material matches specifications (fit, form, or function).
- Track quantity and type of material on hand and deliver to production site, in accordance with production schedule.
- Maintain perpetual production records in order to locate material in process of production.
- Coordinate the repair, assembly and transportation of material.

#### 2.5.2 Asset Management.

- Research best value sources for procurement of new assets.
- Enter records into ILSMIS and other appropriate databases and spreadsheets.
- Receipt, unpack, assemble, and distribute new assets; ensure all accountable assets are labeled with appropriate identification tags/stickers/barcodes.
- Track and manage the existing Loaner Pool which includes, but is not limited to: desktop/laptop computers, cell phones, Blackberry's, printers, and projectors.
- Notify the customer prior to acknowledgment of a new trouble-ticket, with a goal of within 1 hour of receipt
- Conduct annual, triennial, and other directed inventories when required by the Department or Station Property Officer (DPO) (ACTIVE assets only).
- Research, assign, locate, and excess designated assets. Reconcile hardware and software information using designated asset tracking database(s) and Code 19 Asset spreadsheets
- Ensure Property Passes are provided to personnel taking equipment from the loaner pool (DPO signs).
- Maintain the IT Equipment Reutilization Web Page ensuring equipment offered to program participants is in working condition and complete security data removal process for hard drives in accordance with reference KPT5236-02 IT Portfolio Plan Quarterly Report, prior to release or disposal.
- Provide a monthly listing of IT assets available for the Donation Program to all program participants
- Maintain and monitor Code 19's On-hand spares inventory. Ensure adequate stock is available to support corporate mission.
- Manage a spare-parts inventory for computers and peripheral components to minimize equipment repair time.
- Prepare material and equipment for shipping.
- Maintain new and existing baseline software license inventory issued via the IT department.

Reporting Requirements - Where no Government format is provided, contractor format is acceptable.

a. Production Support – Post all status reports on the Code 19 Share Point Site Note: References specific to this task are provided in attachment 1.

#### 2.6 Corporate Audio/Video Support.

Provide on-site audio visual support for departmental and Command sponsored functions which may include the use of the following equipment: digital video cameras, audio/video recorders, players, projection equipment, monitors, editing software, audio/video controllers and switches, standard media types and formats including, but not limited to MPEG, Windows Media, Real Media, and raw AVI. The task includes video production, including script writing, story boarding, copyright restrictions, public release, safety and security policies. Duties may be performed in industrial areas, remote testing ranges, piers and onboard various vessels.

Duties include:

- Documenting processes that are developed or modified when providing audio/video customer support.
- Response to Action Item notices for video requests upon receipt
- Schedule tasks utilizing the C/19 Help Desk application
- Contact customers to confirm requirements such as time, location, documentation or schedules of event
- Collaborate with customers to determine equipment, material, lighting, and other information required
- Plan, implement, monitor, and coordinate audio visual and digital streaming media support, which includes:
  - o Set up of Broadcast stations & publishing points for LAN1 viewing
  - o Write and edit broadcast scripts
  - o Film the event
  - o Digitize the event
  - o Edit and duplicate video
  - o Video-Teleconference
  - o Format conversions

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- Provide the requested end-product according to schedule provided.

Note: References specific to this task are provided in attachment 1.

## 2.7 Comptroller Process Automation Support.

Provide support to the Comptroller Department (Code 02) which includes automated processes and local reports using lifecycle management techniques, including:

- Planning for Future Requirements
- Plan of Action and Milestones (POA&Ms)
- Specifications, Design, Development, Testing and Acceptance, Deployment, and Maintenance.
- Provide documentation of current automated processes and local reports for assisting the migration of corporately supported toolsets.

Responsibilities include but are not limited to:

- Plan and assist in the execution of regularly scheduled production job streams supporting Defense Industrial Financial Management System (DIFMS), Standard Labor Data Collection System (SLDCADA), and local Management Information Systems (MIS)
- Response to daily heat tickets regarding programs or job streams and reports that fail to execute properly based on the level of urgency. (Heat Tickets urgency is predetermined by the production schedule).
- Assist in incorporating new releases for DIFMS.
- Provide support for Comptroller Department data calls.
- Enhance or develop reports or processes in support of automation initiatives and emerging requirements including the execution of DIFMS.

2.7.1 Provide all software/scripting packages for operating new or enhanced programs or reports. Applications are being migrated from COBOL, Visual Basic, and Access to SQL Server, ASP.NET, Excel, and Crystal Enterprise. Maintain and update documentation including the interfaces for existing Comptroller automated processes currently in Access, Visual Basic, COBOL or SQL Server. These processes will be migrated to the corporate toolsets.

Note: References specific to this task are provided in attachment 1.

**Modification 7 deletes paragraph 2.8 SUN Administration in its entirety. SUN Administration support is no longer required as the SUN System has been retired and ILSMIS support is provided by another activity.**

## 2.9 Project Support.

Provide Project Management support to include but not limited to development of project scope, cost control, schedule, resource leveling, project phase management, risk milestone tracking, deliverables, return on investment (ROI), and total cost of ownership (TCO) using data from financial or business operations departments.

Information on special project requirements and due dates will be provided via an in-box or email. Subjects will include IT research, general technical research, and Literature review for NMCI or RDT&E CONOPS.

These projects will include but are not limited to:

- Assisting with data collection and development of proposals, project plans, business case analysis, and other written material and documentation
- Conduct research and explorations and present findings and recommendations related to the new concepts or new department efforts or initiatives
- Conduct analysis of data, processes and concept papers, present findings, and provide recommendations via a report or presentation.

### 2.9.1 On-going IT Related Projects:

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- Project reports. Estimated two (2) per month will be required
- Anticipated metrics in up to 15 categories. Estimated one(1) metric report per week
- Power point charts for monthly project status
- Weekly reports to include registration statistics for networking servers and devices
- Monthly reports of IT data representing Keyport Departments
- Posting of metric charts in designated display areas

### 3.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) is considered the mission critical items for performance under this task order. Only performance deficiencies that are directly attributable to contractor error are considered when measured against performance for the requirements defined in the Performance Work Statement.

### 4.0 GOVERNMENT FURNISHED PROPERTY

4.1 In the performance of this task order, the Government shall provide the contractor access to workspaces, workstations, IP telephones, printers, Audio/Video equipment, Terminal and X-Terminal emulation software, HEAT software, and Sybase database management software, equipment, documentation and information necessary for task performance.

Government Furnished vehicles are available to transport computer equipment locally (on-site Keyport) in support of Subtask 2.2. ~~Modification 7 add the following to this paragraph: The use of a Government vehicle in the performance of Corporate IT Support at the Hawaii Detachments. The Government vehicle may be used for transportation at the following locations: Ford Island, Pearl Harbor, the Naval Munitions Command West Loch, and PMRF Kauai.~~ (MOD 11)

4.1.1 Guidelines: The Offeror shall use government-furnished equipment, software, systems, and services for official use only that is directly related to the performance of work under this PWS. The Offeror shall comply with the following guidelines in which the term "PCs" pertains to both desktop and laptop PCs:

- Connection of privately owned PCs to a government network is prohibited.
- Connection of privately owned handheld computing devices to government PCs is prohibited.
- Contractors shall not modify government furnished PC's
- Use of privately owned software on government PCs is prohibited.

4.1.2 Electronic Mail: The Government will provide the Offeror with user accounts on the Government's electronic mail system to facilitate Offeror's performance under the PSW. The Offeror shall comply with applicable site instructions regarding the use of electronic mail.

4.2 When government furnished material (GFM) is determined to be advantageous to the government to transfer for contractor use, the GFM will be transferred and returned to the government via a DD1149. A government signature is required on the DD1149 upon return, and a copy shall be provided to the Government Property Administrator (GPA) and the TOM.

4.3 The contractor shall provide their employees with any special equipment required outside of the basic GFE supplied by the Government. (i.e., ergonomic chairs, special key boards, and wrist pads, etc.)

### 5.0 GENERAL INFORMATION

5.1 Project Management. Designate a Project Manager (PM) to be available during normal working hours, Monday through Friday. The PM shall be the central point of contact with the Government for performance of all work under this Contract. Designate an alternate PM or task lead during the PM's absence. Notify the TOM verbally if possible and via email (shouldn't this be in writing or both) of unresolved disputes in receiving support from, or providing support to, customers within two hours from the time the dispute occurs.

5.2 Contractor Employees. The contractor shall ensure that task performers are trained, qualified, certified, or licensed as required by this Contract prior to starting work and is responsible to ensure that that all training, licenses, and certifications remain current. The contractor shall maintain records of training qualifications, certifications, and

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licenses and shall ensure that the employees remain fully qualified to perform the work assigned. Appendix A-E lists knowledge levels and skill sets required. If there appears to be a deficit in levels of competency or training for contracted personnel, the TOM will notify the contractor's Project Manager and the contractor will have three (3) working days to provide the TOM with their solution. The contractor is responsible for ensuring that all personnel employed for this task order are given a copy of the performance work statement.

The Government will only provide training for Keyport specific applications. Only the cost of labor hours for training required by the government will be paid by the government. The cost of labor hours for training requested by the Contractor will be paid by the Contractor.

**Modification 7 Deletes the following paragraph in its entirety:**

~~Subtask 2.8 requires extensive knowledge of how SUN Systems administration applications/programming are implemented locally as there is little or no documentation for the local applications, and there are numerous local customizations of the ILSMIS processes.~~

5.3 Keyport Operations.

5.3.1 Hours of Operation. Normal working hours are from 0600 to 1730 Monday thru Friday. On some tasks a contractor may be required to adjust the work hours to accommodate the requirements of the task. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Variances and exceptions in working hours must be requested by the team lead and approved by the Task Order Manager. The contractor is to ensure that service to customers is not interrupted during breaks, lunch periods or department functions.

5.3.2 End of Calendar Year Operations Shut Down Period. NUWC Division Keyport halts non-essential operations during the period between Christmas and New Year's Day every year.

5.3.3 Performance of Service during Emergency Shutdown. In the event of a national emergency, contractor personnel may be required to support ongoing operations. The contractor shall have a manager or designee available by phone/pager to support schedule changes. The manager shall respond to contingencies within two (2) hours to support emergencies. An emergency recall list shall be provided to the Task Order Manager.

5.3.4 During periods of government closure due to National Holidays, acts of nature, enemy threat/attack, and Christmas Shutdown, no direct charges will be allowed for contractor personnel unless work is performed. These days will be counted as vacation days.

5.3.5 Federal Holidays. All Government offices will be closed, except for minimum essential personnel, as required, for in-house operations in support of Subtasks 2.1, 2.2, and 2.4 during Federal holidays. Except as otherwise specified, the Service Provider shall not schedule routine work on Federal holidays. When a scheduled service is required less than three times per week and the schedule for that work falls on a Federal holiday, the Service Provider shall accomplish the work on the workday following or preceding the holiday.

5.3.6 Overtime. Overtime may be required to support emergent requirements. Approximately 550 hours of overtime are anticipated annually. Overtime shall be requested by the Team Lead via email to the Contractor's Program Manager with the Task Order Manager (TOM) on copy. The Program manager is to report the actual hours worked by each individual to the TOM by close of business the following work day. Overtime that is not requested in writing by the team lead and reported to the TOM will not be authorized for payment. Should the need arise in such a manner that written authorization is not possible, a verbal request shall be obtained and followed up in writing within two (2) working days.

It is anticipated that overtime may be required to support the subtasks as follows:

- 2.1 Corporate Network Support: 100 hours
- 2.2 Corporate Customer Support: 50 hours
- 2.3 Web Support: None
- 2.4 Corporate Process Automation Support: 100 hours
- 2.5 Corporate Operational Support: As required
- 2.6 Corporate Audio/Video Support: None

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- 2.7 Comptroller Process Automation Support: 100 hours
- ~~2.8 SUN Administration, Application & Database Support: 100 hours~~ (Modification 7 deletes this item/requirement)
- 2.9 Project Support: 100 hours

#### 5.4 Technical Direction.

5.4.1 Technical Instruction (TI) Letters. Based on the requirements contained in the performance work statement (PWS), the contractor shall be issued Technical Instruction Letters by the Task Order Manager (TOM). The contractor shall ONLY accept officially approved TI Letters. All approved TI Letters will be signed, dated and provided by the TOM. The TI Letter may be signed electronically.

TI Letters shall be issued for the purposes of providing specific in-scope tasking requirements/clarifications.

TI Letters shall not be used to change the terms and conditions of the Task Order. TI Letters shall not change, add or delete any of the requirements stated in this PWS or change the intent of the PWS. TI Letters shall not authorize Personal Services.

All changes to the PWS shall be authorized by the Contracting Officer by means of a properly executed modification. Contractors shall immediately and before taking action, notify the Contracting Officer if a TI Letter is issued which they believe changes the requirements of the PWS.

5.4.2 Prioritization of Performance Requirements. The government may give technical direction to the task performers to re-prioritize efforts to meet organizational goals and mission priorities. Technical direction will originate from the government program manager, Team Lead, contracting officer or their appointed technical direction representative. The team lead will notify the TOM and Project Manager of the direction given. It is understood that this reprioritization will neither change the scope of the Task Order, nor be at any additional cost. Contractors shall immediately and before taking action, notify the Contracting Officer if technical direction is issued which they believe changes the requirements of the PWS.

5.5 Travel. Travel may be required for task performance. Dates, locations, and task requirements will be provided in a TI Letter signed by the TOM.

5.6 Safety. The contractor shall comply with the latest applicable federal and state laws, regulations and management plans and requirements regarding occupational safety and health. In the event that safety laws, regulations or requirements change during the term of the contract, the contractor is required to comply as such laws come into effect.

5.6.1 Contractors who are required to walk through industrial shop areas outside delineated safety lanes are required to wear safety shoes that meet the Z-41 standard for compression and impact.

5.7 Energy Conservation. The contractor shall participate actively in the NUWC, Division Keyport conservation programs as defined by the Safety, Security & Environmental Division.

5.8 Environmental Compliance Requirements. The Contractor shall comply, and ensure that all subcontractors comply, with all applicable environmental federal, state, and local laws and regulations and Navy policies, instructions and plans and ISO 14000. The contractor shall comply with all federal, state, local and Navy environmental compliance training requirements as required in attachment 6.

5.9 Security. The Equipment, Space and Document is classified and subject to the applicable provisions of DOD 5220.22M, Industrial Security Manual; SECNAVINST 5530.36, Information Security Program Regulation (17 Mar 99); SECNAVINST 5530.30A, Personnel Security Program; Information and Personnel Security Program Manual NUWCDIVKPT 5510 Rev B; the NUWC Information Systems Security Program Manual NUWCDIVKPT 5239.2; and the NUWC Physical Security, Force Protection Instruction NUWCDIVKPT 5530 and the NUWC information Assurance Program Manual, NUWCDIVKPT 5239. Contractor personnel supporting this task order who require access to classified spaces, equipment, or documents will require a security clearance equivalent to the level of access required to complete assigned duties.

Security Clearances. Contractor personnel supporting Tasks 2.1 through 2.9 require a minimum-security clearance

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level of SECRET.

Spaces: Secret

Equipment: Unclassified

Documents: Business Sensitive and Privacy Act Sensitive.

5.9.1 The contractor shall comply with controlled area procedures and instructions. All work in controlled areas shall be coordinated with organizational Department Security Coordinators.

5.9.2 All data and reports are sensitive in nature and data must be disposed of in approved methods for disposal of Privacy Act or Business Sensitive data. The contractor is responsible for the confidentiality of the data and shall not release data in any way without government approval.

5.9.3 Portions of the work under the contract are performed in secure areas and all persons requiring access to a secure area shall be subjected to a favorable National Agency Check (NACI). Positions involving major responsibility for the direction, planning, design, testing, maintenance, operation, monitoring, and/or management of systems hardware and software are classified in the ADP-I category which requires a Single Scope Background Investigation (SSBI). The tasks applicable to this requirement are 2.4, 2.7, and 2.8.

**Modification 7 adds the following paragraph to 5.9.3:**

**5.9.3.1 Information Assurance Performance requirements. In accordance with SECNAVINST 5510.30 Paragraph 5-3, subparagraphs b(6)(a), b(6)(e), b(6)(f), b(6)(g), and Exhibit 5A, Performance requirements are at the IT-1 Critical Sensitive position. The IT-1 positions require full positive adjudication of a Single Scope Background investigation. Additionally, per DOD Manual 8570-1M Tables C3.T4, C3.T5, Paragraphs C7.3.4 and AP3.1.5, performance requirements will be set at the Information Assurance Technical level (IAT) II and all training and certification specification are required to be met within 6 months of any currently contracted employee and must be met within 6 months of any newly reporting personnel being assigned.**

5.9.4 The contractor shall obtain procedures and building access information from NUWC Division Keyport Security Division Code 17. Keys may be issued to the Service Provider; however, the Service Provider shall arrange for adequate security of the buildings and facilities at the end of each workday.

5.9.5 The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the government shall be duplicated. The contractor shall develop procedures covering key control. Key control and accountability shall be in accordance with the key control requirements set forth in applicable regulations.

5.9.6 The contractor personnel shall possess the government-furnished ID badge at all times when performing work under this contract and shall display the badge on the outermost garment above the waist. The contractor is also required to identify him or herself as a contractor when representing via the phone or on travel.

5.9.7 Contractor personnel are required to return all Government badges, keys, and vehicle stickers issued by NUWCDIVKPT to the Security Manager, Code 171, immediately upon termination of employment.

5.10 Release of Information. The contractor shall not release any information (including photographs and films, public announcements, or denial or confirmation of issues of contractual concern) of any subject matter within the scope of this Contract to the media or any other unauthorized users without the prior written approval of the Contracting Officer.

## 6.0 REPORTING REQUIREMENTS

6.1 Efficiency Report. The contractor shall provide a quarterly report showing any cost savings (labor hour reductions) gained through efficiencies. The quarterly reports will also show projected efficiencies. 90-120 calendar days prior to the end of the each performance period, the contractor shall demonstrate actual and planned cost savings gained through efficiencies with a presentation and written report provided to the Government.

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6.2 Task Condition Report. When an event occurs that affects cost, schedule, or performance of a particular subtask, a task condition report will be generated within five (5) working days of such event.

6.3 75% Report. The contractor shall provide a 75% report when a CLIN/SLIN has been expended to 75% of the estimated ceiling. A report will also be provided when an incrementally funded CLIN/SLIN has been expended to 75% of the funded value.

6.4 Management Plan. The contractor shall provide a management plan that details the organizational structure, the assignment of functions, duties and responsibilities, the procedures and policies, and the reporting requirements that are established for the initiation, monitoring, control, completions, test, verification and reporting of contractual tasks, projects and programs.

6.5 Transition Plan. The contractor shall provide a transition plan that details efforts required to ensure a smooth transition from the current contract N00178-04-D-4047 Envisioneering Inc.

6.6 Quality Assurance Plan. The contractor shall submit to the TOM with in 30 days of Task Order Award a Quality Assurance Plan as well as a Quality Assurance surveillance plan that ensures the product or services conform to the specified contract technical requirements as defined in the PWS; provide and maintain an inspection system acceptable to the government covering the services under the contract; and implement procedures to identify and prevent defective services from recurring. The contractor shall develop quality control procedures that address the areas identified in the PRS Attachment 4. At a minimum, it shall include: • A description of the methods used for identifying and preventing defects in the quality of service performed.

- A description of the records to be kept to document inspections and correct or preventive actions taken.
- A record of inspections and inspections results, making them available to the Government throughout the performance of this PWS.

The contractor not the Government is responsible for management and quality control actions to meet the terms of the contract. The Government reserves the right to monitor and measure contractor performance for all requirements defined within the Performance Work Statement.

6.7 Technical and Financial Tracking Report. Provide a monthly report that provides details of technical and financial status to the CLIN/SLIN level. Include skill levels, labor hours, labor cost, ODC, fee, work execution/technical highlights for the billing month, identification of problems or issues encountered and corrective actions taken for resolution, and identification of anticipated problems /deficiencies and recommended actions. Highlight all tasks that are projected to be completely expended by the end of the next reporting period.

6.8 Communication Meetings. The Government and contractor shall mutually agree to a day and time for quarterly "Open Communication" meetings. These meetings are for the purposes of identifying problem areas, problem resolution, and keeping lines of communication open.

6.9 Government Furnished Property Report. A quarterly report, in electronic format, shall be provided detailing all GFP and current disposition.

## 7.0 STANDARDS OF CONDUCT

7.1 Standards of Conduct. The contractor shall be responsible for the maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to their employees as may be necessary. Each employee is expected to adhere to standards of behavior that reflect credit on himself/herself, his/her employer, and the Federal Government.

7.2 Employee Removal. The Government may require transfer/removal from this Task Order any employee who is identified as a potential threat to the health, safety, security, general well being or operational mission of the facility or its population.

7.3 Organizational Conflict of Interest. Any organizational conflict of interest shall be addressed in accordance with clause HQ C 2'0037- Organizational Conflict of Interest (NAVSEA) (June 2000) of the basic contract.

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## 8.0 TRANSITION PLAN

8.1 Phase In/Phase Out Plan. The contractor shall provide phase-in/transition services. Phase in to begin 1 July 2007 through 13 July 2007. Phase-in/transition services shall be limited to only those services required to prepare for full performance of services.

8.2 Phase In/Observation. During the phase in for this contract, contractor shall participate in a joint walk down inventory. Additionally, the government will provide task familiarization training for selected tasks. Non-selected task familiarization may be arranged through the contract office. Any costs associated with training for these areas will be considered part of the basic effort.

8.3 Phase Out. In addition to the clause "continuity of services" (Federal Acquisition Regulation (FAR) 52.237-3), contractor shall give support to and cooperate with any successor that may be designated prior to the expiration of this contract. Phase in assistance may be required during the final 90 days of this contract. The incumbent contractor shall comply in good faith with any successor contractor to provide reasonable access to employees and employee records for recruitment efforts.

8.4 With respect to any such employees who are offered positions by the successor contractor, contractor further agrees to release, without penalty, any employee who chooses to accept employment by successor contractor. This obligation shall not require contractor to release an employee prior to the end of performance under this contract if such early release would affect contractor's ability to perform its obligations. Contractor shall make available to successor contractor copies of maintenance instructions, records, processes, etc developed in the performance of this contract. Contractor shall make available historical data developed and documented in the performance of this contract. Contractor agrees to execute formal transfer of GFP, as applicable. Phase out assistance of this contract is considered within the scope of the contract and no adjustment to estimated costs.

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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and Acceptance shall be in accordance with Section E of the SEAPORT Multiple Award IDIQ contract.

### **1.0 QUALITY CONTROL**

The Contractor is solely responsible for the quality of services provided. The Contractor is also liable for Contractor employee negligence, and any fraud, waste or abuse. As part of Program Management, the Contractor shall utilize a Quality Control Program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program must be documented, maintained and made available to the Task Order Manager (TOM) upon request. At a minimum, the Contractor's Quality Control Program shall include an internal quality control and inspection system for required services. The job titles and organizational positions of the individuals who will conduct the inspections must be specified. There shall be a method to identify deficiencies in services that may occur. There shall be a file of information regarding inspections and other quality and internal control actions that documents the purpose of the inspection, the results of the inspection and corrective action taken as the result of the inspection. Upon request, this file shall be made available to the Government during the period of performance.

### **2.0 QUALITY ASSURANCE**

The Government will monitor the Contractor's performance. The Government reserves the right to review services to be provided, including those developed or performed at the Contractor's facilities, to determine conformance with performance and technical requirements. Government quality assurance will be conducted on behalf of the Contracting Officer. The TOM will be appointed to coordinate the overall quality assurance of technical compliance.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

1000	7/1/2007 - 7/13/2007
1001	7/14/2007 - 6/30/2008
1100	7/1/2008 - 6/30/2009
1200	7/1/2009 - 12/31/2009
3000	7/1/2007 - 7/13/2007
3001	7/14/2007 - 6/30/2008
3100	7/1/2008 - 6/30/2009
3101	7/1/2008 - 6/30/2009
3200	7/1/2009 - 12/31/2009

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

1300	1/1/2010 - 6/30/2010
3300	1/1/2010 - 6/30/2010

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## SECTION G CONTRACT ADMINISTRATION DATA

Invoice procedures shall be in accordance with Section G of the SEAPORT Multiple Award IDIQ contract.

**TASK ORDER MODIFICATIONS:** The contractor shall not perform work that is considered to be outside the scope of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by the Government personnel other than the Contracting Officer that the Contractor considers to be outside the scope of the requirements of this Task Order, the Contractor shall promptly notify both the TOM and the Contracting Officer. No work shall begin until the issue has been resolved.

Contract Specialist:  
 Monique Klose, Code 18  
 610 Dowell Street  
 Keyport, WA 98345  
 Phone: (360) 315-2215, Fax: (360) 396-7358  
 Email: [Monique.Klose@navy.mil](mailto:Monique.Klose@navy.mil)

Task Order Manager:  
 Vicki L Gambrell, 10  
 610 Dowell St  
 Keyport, WA 98345  
 Email: [Vicki.Gambrell@navy.mil](mailto:Vicki.Gambrell@navy.mil)  
 360-315-7524

The fill-ins for the clause Submission of Invoices (Cost-Reimbursement, Time-and-Materials, Labor-Hour, or Fixed Price Incentive) (Jul 1992) are as follows:

Invoices shall be sent to the applicable DCAA office as outlined in contract.

A copy of every invoice shall also be provided to the Task Order Manager and Contract Specialist at the address shown above.

```

Accounting Data
SLINID   PR Number                Amount
-----
1000     71795589                  3463.00
LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X7 $3,463.00
This CLIN is fully funded with task order award.

100101   71795589                  1537.00
LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X7 $1,537.00
Incremental funding for Base Period at time of Task Order Award.

BASE Funding 5000.00
Cumulative Funding 5000.00

MOD 01

100102   72114415                  440000.00
LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X7 $440,000.00
Modification 01. Incremental funding for Base Period.

100103   72124511                  46900.00
LLA :
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AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070251AD \$46,900.00  
Modification 01. Incremental funding for base period.

100104 72114426 13359.50

LLA :

AC 97X4930 NH6B 000 77777 0 000253 2F 000000 19000003XMAN \$13,359.50  
Modification 01. Incremental funding for base period.

100105 72114427 13359.50

LLA :

AD 97X4930 NH6B 000 77777 0 000253 2F 000000 19000003XHD0 \$13,359.50  
Modification 01. Incremental funding for base period.

100106 72114424 8906.00

LLA :

AE 97X4930 NH6B 000 77777 0 000253 2F 000000 1900002B9MAI \$8,906.00  
Modification 01. Incremental funding for base period.

300101 72114415 30000.00

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X7 \$30,000.00  
Modification 01. Incremental funding for base period.

MOD 01 Funding 552525.00

Cumulative Funding 557525.00

MOD 02

100107 72856058 168000.00

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070251AD \$168,000.00  
Modification 02. Incremental funding for base period.

100108 72886224 1476419.50

LLA :

AF 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X8 \$1,476,419.50  
Modification 02. Incremental funding for base period.

100109 73038997 75013.50

LLA :

AG 97X4930 NH6B 000 77777 0 000253 2F 000000 19100077LMAI \$75,013.50  
Modification 02. Incremental funding for base period.

100110 73030034 25004.50

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 191000254LAB \$25,004.50  
Modification 02. Incremental funding for base period.

300102 72886224 56792.00

LLA :

AF 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X8 \$56,792.00  
Modification 02. Incremental funding for base period.

MOD 02 Funding 1801229.50

Cumulative Funding 2358754.50

MOD 04

100108 72886224 (50000.00)

LLA :

AF 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X8 \$1,426,419.50  
Modification 04 decreases SLIN ceiling by \$50,000.00 to shift to ODC SLIN.  
Modification 02. Incremental funding for base period.

100109 73038997 (45566.17)

LLA :

AG 97X4930 NH6B 000 77777 0 000253 2F 000000 19100077LMAI \$29,447.33  
Modification 04 decreases amount to \$29,447.33. Modification 02. Incremental  
funding for base period.

100111 80715368 45566.17

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 1910008GJ998 \$45,566.17  
Modification 04. Incremental funding for base period.

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100112 80715371 10000.00  
 LLA :  
 AK 97X4930 NH6B 000 77777 0 000253 2F 000000 1910007TPLAB \$10,000.00  
 Modification 04. Incremental funding for base period.

300102 72886224 50000.00  
 LLA :  
 AF 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X8 \$106,792.00  
 Modification 04 increases the ceiling for this SLIN by \$50,000.00. Modification  
 02. Incremental funding for base period.

MOD 04 Funding 10000.00  
 Cumulative Funding 2368754.50

MOD 05

100108 72886224 (3742.50)  
 LLA :  
 AF 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X8 \$1,422,677.00  
 Modification 05 decreases SLIN ceiling by \$3,742.50 due to increased funding under  
 SLINs 100110, 100111, & 100112. Modification 04 decreases SLIN ceiling by  
 \$50,000.00 to shift to ODC SLIN. Modification 02. Incremental funding for base  
 period.

100110 73030034 5000.00  
 LLA :  
 AH 97X4930 NH6B 000 77777 0 000253 2F 000000 191000254LAB \$30,004.50  
 Modification 05 increases this SLIN to \$30,004.50. Modification 02. Incremental  
 funding for base period.

100111 80715368 44000.00  
 LLA :  
 AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 1910008GJ998 \$89,566.17  
 Modification 05 increases this SLIN to \$89,566.17. Modification 04. Incremental  
 funding for base period.

100112 80715371 15000.00  
 LLA :  
 AK 97X4930 NH6B 000 77777 0 000253 2F 000000 1910007TPLAB \$25,000.00  
 Modification 05 increases this SLIN to \$25,000.00. Modification 04. Incremental  
 funding for base period.

MOD 05 Funding 60257.50  
 Cumulative Funding 2429012.00

MOD 06

110001 72886224 410708.00  
 LLA :  
 AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X7  
 Option Year 1 Funding.

110002 73030034 15500.00  
 LLA :  
 AH 97X4930 NH6B 000 77777 0 000253 2F 000000 191000254LAB  
 Option Year 1 Funding.

110003 80715371 24000.00  
 LLA :  
 AK 97X4930 NH6B 000 77777 0 000253 2F 000000 1910007TPLAB  
 Option Year 1 Funding.

110004 80715368 36300.00  
 LLA :  
 AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 1910008GJ998  
 Option Year 1 Funding.

110005 81785421 44000.00  
 LLA :  
 AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070251AD  
 Option Year 1 Funding.

3100 72886224 10292.00  
 LLA :  
 AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X7

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Option Year 1 Funding.

MOD 06 Funding 540800.00  
Cumulative Funding 2969812.00

MOD 08

110004 80715368 10000.00  
LLA :  
AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 1910008GJ998  
Option Year 1 Funding.

110006 82736883 170000.00  
LLA :  
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070251AD  
Option Year 1 Funding.

MOD 08 Funding 180000.00  
Cumulative Funding 3149812.00

MOD 09

110007 83237226 101250.00  
LLA :  
AL 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K0052HDS  
Option Year 1 Funding

110008 83237230 33750.00  
LLA :  
AM 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K01F2HDS  
Option Year 1 Funding

110009 83237183 1148081.00  
LLA :  
AN 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9  
Option Year 1 Funding

110010 83176282 19940.00  
LLA :  
AP 97X4930 NH6B 000 77777 0 000253 2F 000000 3410001RFIMA  
Option Year 1 Funding

MOD 09 Funding 1303021.00  
Cumulative Funding 4452833.00

MOD 10

110008 83237230 17200.00  
LLA :  
AM 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K01F2HDS  
Option Year 1 Funding  
Modification 10: Increase funding from \$33,750 to \$50,950

110009 83237183 42971.54  
LLA :  
AN 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9  
MOD 10 - Increase funding from \$1,148,081.00 to \$1,191,052.54

110010 83176282 19940.00  
LLA :  
AP 97X4930 NH6B 000 77777 0 000253 2F 000000 3410001RFIMA  
Option Year 1 Funding

3101 83237183 7055.46  
LLA :  
AN 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9  
MOD 10 - Funding for Base Closure

MOD 10 Funding 87167.00  
Cumulative Funding 4540000.00

MOD 11

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110009 83237183 11815.15  
 LLA :  
 AN 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9  
 MOD 10 - Increase funding from \$1,148,081.00 to \$1,191,052.54  
 MOD 11 - Increase funding from \$1,191,052.54 to \$1,202,867.69

120001 83237183 527890.54  
 LLA :  
 AN 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9  
 Incremental Funding MOD 11

120002 83237226 24000.00  
 LLA :  
 AL 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K0052HDS  
 Incremental Funding MOD 11

120003 83237230 16000.00  
 LLA :  
 AM 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K01F2HDS  
 Incremental Funding MOD 11

320001 83237183 2109.46  
 LLA :  
 AN 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9  
 Incremental Funding

MOD 11 Funding 581815.15  
 Cumulative Funding 5121815.15

MOD 12

120004 91908169 55000.00  
 LLA :  
 AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070251AD  
 Incremental Funding MOD 12

MOD 12 Funding 55000.00  
 Cumulative Funding 5176815.15

MOD 13 Funding 0.00  
 Cumulative Funding 5176815.15

MOD 14

120001 83237183 266100.00  
 LLA :  
 AN 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9  
 Incremental Funding MOD 11  
 Increase funding -Mod 14 from \$527,890.54 to \$793,990.54

120005 92950998 165900.00  
 LLA :  
 AQ 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD  
 Incremental Funding MOD 14

120006 92930643 25200.00  
 LLA :  
 AR 97X4930 NH6B 000 77777 0 000253 2F 000000 192000DB6SWC  
 Incremental Funding MOD 14

120007 92930643 17500.00  
 LLA :  
 AR 97X4930 NH6B 000 77777 0 000253 2F 000000 192000DB6SWC  
 Incremental Funding MOD 14

120008 82736883 43000.00  
 LLA :  
 AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070251AD  
 Incremental Funding MOD 14

320001 83237183 1500.00  
 LLA :  
 AN 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9  
 Incremental Funding MOD 11  
 Mod 14 - Increase funding from \$2,109.46 to \$3,609.46

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MOD 14 Funding 519200.00  
Cumulative Funding 5696015.15

MOD 15

120004 91908169 43000.00  
LLA :  
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070251AD  
Incremental Funding MOD 12  
Mod 15 - Increase funding from \$55,000.00 to \$98,000.00

120008 82736883 (43000.00)  
LLA :  
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 0210070251AD  
Incremental Funding MOD 14  
Mod 15 - Decrease funding from \$43,000.00 to \$0.00

MOD 15 Funding 0.00  
Cumulative Funding 5696015.15

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

#### 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE (May 2004)

(a) Definition. "Service-disabled veteran-owned small business concern"— (1) Means a small business concern— (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran. (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

(b) General. (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered. (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(c) Agreement. A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for— (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns; (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns; (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if— (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement; (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation. (4) The joint venture meets the requirements of 13 CFR 125.15(b).

(e) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

#### NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item

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

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
1200	1,096,721.69	43,868.85	0.00	1,140,590.54	0.00	07/01/2009 - 12/31/2009

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLIN(s)/SLIN(s) 1000 are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

#### NAVSEA 5252.202 9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

#### SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

(a) The Contractor agrees that a partial basis for award of this task order is the list of key personnel proposed.

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Accordingly, the Contractor agrees to assign to this task order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the task order. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

#### H100S PERFORMANCE BASED CONTRACTING PRICE REDUCTION FIXED PRICE (AUG 2004)

The Government may reduce the fixed price of the corresponding task order line item when services are not performed or do not meet task order requirements. The Government shall provide written notification to the contractor detailing the lack of performance or non-compliance with the Performance Standards.

#### LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$ inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

#### TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

#### SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as attachments in Section J.

#### ACCESS TO GOVERNMENT SITE (JUN 2004)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any

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Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

#### CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

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

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

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

#### NAVSEA 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, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in attached Financial Accounting Data (FAD) sheet. 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 and an electronic copy forwarded to the Task Order Manager.

(End of clause)

#### H.4 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

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this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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

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

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

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

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

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

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

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

(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

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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.

(End of clause)

#### H.5 CONTRACTOR PICTURE BADGE

(a) A contractor picture badge may be issued to contractor personnel by the NUWC DK Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the SEATOM. A list of personnel requiring picture badges must be provided to the SEATOM to verify that the contract or delivery/task order authorizes performance at NUWC DK prior to completion of the picture badge request.

(b) An automobile decal will be issued by NUWC DK Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to NUWC DK Security Office a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

#### H.6 CONTRACTOR IDENTIFICATION

(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.

(End of clause)

#### H.7 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI)

(a) Definition.

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

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7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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## H.8 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) 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.

(End of clause)

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## SECTION I CONTRACT CLAUSES

52.222-41 Service Contract Act (1965)

52.216-8 Fixed Fee. Fixed Fee (Mar 1997)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.

(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 Days of task order expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 Days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of Clause)

52.222-2 - Payment for Overtime Premiums (Jul 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 550 hours (see paragraph 5.3.6 of the statement of work) or the overtime premium is paid for work;

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated

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overtime for contract completion and shall –

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of Clause)

#### 52.224-1 - Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of Clause)

#### 52.224-2 - Privacy Act (Apr 1984)

(a) The Contractor agrees to:

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies;

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

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(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of Clause)

52.252-2 - Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/vffara.htm>

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - References

Attachment 2 - Acronym List

Attachment 3 - Appendices A through D

Attachment 4 - DD Form 254 (Rev 08-03-07) via Modification 02

Attachment 5 - Performance Requirements

Attachment 6 - List of Deliverables

Attachment 7 - Wage Determination 05-2559 Rev 02

Attachment 7 (Revision 1) - Wage Determination 05-2559 Rev 07 (Modification 06)

Attachment 7 (Revision 2) - Wage Determination 05-2559 Rev 10 (Modification 11)

Attachment 8 - Wage Determination 05-2153 Rev 03

Attachment 8 (Revision 1) - Wage Determination 05-2153 Rev 08 (Modification 06)

Attachment 9 - Contractor's Guide to Environmental Compliance