

| DELIVERY ORDER | | | | | | | | | | FINAL | | | |
|---|--|---|-------------------------------|-----------|--|---|--|---------------------------------|---|---|--|-------------|--|
| 1. CONTRACT NO. N00178-04-D-4067 | | | 2. DELIVERY ORDER NO. FY02 | | | 3. EFFECTIVE DATE 12/12/2006 | | | 4. PURCHASE REQUEST NO. N00253-06-NR-55484 | | | | |
| 5. ISSUED BY NUWC, KEYPORT DIVISION DIANE L KOSTELECKY 182 610 Dowell Street Keyport, WA 98345-7610 KOSTELECKYDL@KPT.NUWC.NAVY.MIL 360-315-3384 Ext. | | | | | | 6. ADMINISTERED BY DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO, CA 92111-2241 | | | | | | | |
| 7. CONTRACTOR INDUS Technology, Inc 2243 San Diego Ave San Diego, CA 92110 | | | | | | CODE 1BGW9 | | FACILITY | | 8. DELIVERY DATE See Section F | | | |
| | | | | | | | | | | 9. CLOSING DATE/TIME | | | |
| | | | | | | | | | | SET ASIDE TYPE | | | |
| | | | | | | | | | | 10. MAIL INVOICES TO See Section G | | | |
| 11. SHIP TO See Section D | | | | | | 12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus, OH 43218-2381 | | | | | | | |
| 13. TYPE OF ORDER | | D | | X | | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract. | | | | | | | |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | | | | | | | |
| INDUS Technology, Inc | | | | | | Jerry Loubek, Director of Contract | | | | | | | |
| NAME OF CONTRACTOR | | | | SIGNATURE | | | | TYPED NAME AND TITLE | | | | DATE SIGNED | |
| 14. ACCOUNTING AND APPROPRIATION DATA See Section G | | | | | | | | | | | | | |
| 15. ITEM NO. | | 16. SCHEDULE OF SUPPLIES/SERVICES | | | | 17. QUANTITY ORDERED/ACCEPTED* | | 18. UNIT | | 19. UNIT PRICE | | 20. AMOUNT | |
| See the Following Pages | | | | | | | | | | | | | |
| *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | | | 21. UNITED STATES OF AMERICA By: Carrie L. Bender 12/12/2006 CONTRACTING/ORDERING OFFICER | | | | | | 22. TOTAL | |
| SECTION | | DESCRIPTION | | | | SECTION | | DESCRIPTION | | | | | |
| | | B SUPPLIES OR SERVICES AND PRICES/COSTS | | | | | | H SPECIAL CONTRACT REQUIREMENTS | | | | | |
| | | C DESCRIPTION/SPECS/WORK STATEMENT | | | | | | I CONTRACT CLAUSES | | | | | |
| | | D PACKAGING AND MARKING | | | | | | J LIST OF ATTACHMENTS | | | | | |
| | | E INSPECTION AND ACCEPTANCE | | | | | | | | | | | |
| | | F DELIVERIES OR PERFORMANCE | | | | | | | | | | | |
| | | G CONTRACT ADMINISTRATION DATA | | | | | | | | | | | |

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GENERAL INFORMATION

AWARD INFORMATION

CLINs 1000, 1001, and 3000 are awarded for a total amount of

Amendment one is incorporated in full, by reference, no copy attached. Revisions from the amendment have been incorporated into this task order.

The Government reserves the right to exercise option item CLINs 1002 and 1003 in accordance with FAR Clause 52.217-9. The Government reserves the right to exercise option period CLINs 1100, 1200, 4300, and 4400 in accordance with FAR Clause 52.217-7.

Attachments 5 (Cost Summary Format) and 6 (Breakdown of Costs) are reserved; they were only applicable for Solicitation N00024-06-R-3645.

Contractor's offer dated 26 October 2006 is incorporated in full by reference.

END OF TASK ORDER AWARD INFORMATION.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|--------|--|---------|-----------|-----------|------|
| 1000 | Transition / Phase In Period - Labor. (TBD) | 1.0 Lot | | | |
| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
| 1001 | Base Period - Labor. (TBD) | 1.0 Lot | | | |
| 100101 | Base Year Labor, Code 40 | | | | |
| 100102 | Base Year Labor, Code 70 | | | | |
| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
| 1002 | Base Period, Option Item One (up to two additional work years) - Labor . (TBD) Option | 1.0 Lot | | | |
| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
| 1003 | Base Period, Option Item Two (up to four additional work years) - Labor . (TBD) Option | 1.0 Lot | | | |
| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
| 1100 | Option Period One - Labor. (TBD) Option | 1.0 Lot | | | |
| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
| 1101 | Option Period One, Option Item One (up to two additional work years) - Labor. (TBD) Option | 1.0 Lot | | | |
| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
| 1102 | Option Period One, Option Item Two (up to four additional workyears) - Labor. (TBD) Option | 1.0 Lot | | | |
| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
| 1200 | Option Period Two - Labor. (TBD) Option | 1.0 Lot | | | |
| Item | Supplies/Services Qty | Unit | Est. Cost | Fixed Fee | CPFF |
| 1201 | Option Period Two, Option Item One (up to two additional | 1.0 Lot | | | |

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workyears) -
Labor. (TBD)
Option

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|---|-----|---------|-----------|-----------|------|
| 1202 | Option Period Two, Option Item Two (up to four additional work years) - Labor. (TBD) Option | | 1.0 Lot | | | |
| 3000 | Transition / Phase In Period - ODC's. (TBD) | | 1.0 Lot | | | |
| 3001 | Base Year - ODC's. (TBD) | | 1.0 Lot | | | |
| 3002 | Base Period, Option Item One - ODC's. (TBD) Option | | 1.0 Lot | | | |
| 3003 | Base Period, Option Item Two - ODC's. (TBD) Option | | 1.0 Lot | | | |
| 3100 | Option Period One - ODC's. (TBD) Option | | 1.0 Lot | | | |
| 3101 | Option Period One, Option Item One - ODC's. (TBD) Option | | 1.0 Lot | | | |
| 3102 | Option Period One, Option Item Two - ODC's. (TBD) Option | | 1.0 Lot | | | |
| 3200 | Option Period Two - ODC's. (TBD) Option | | 1.0 Lot | | | |
| 3201 | Option Period Two, Option Item One - ODC's. (TBD) Option | | 1.0 Lot | | | |
| 3202 | Option Period Two, Option Item Two - ODC's. (TBD) Option | | 1.0 Lot | | | |

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|---|-----|---------|-----------|-----------|------|
| 4300 | Option Period Three - Labor. (TBD) Option | | 1.0 Lot | | | |

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|---|-----|---------|-----------|-----------|------|
| 4301 | Option Period Three, Option Item One (up to two additional workyears) - Labor. (TBD) Option | | 1.0 Lot | | | |

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|---|-----|---------|-----------|-----------|------|
| 4302 | Option Period Three, Option Item Two (up to | | 1.0 Lot | | | |

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four additional
workyears) -
Labor. (TBD)
Option

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-------------------|-----|------|-----------|-----------|------|
|------|-------------------|-----|------|-----------|-----------|------|

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|------|---|--|---------|--|--|--|
| 4400 | Option Period Four - Labor. (TBD) Option | | 1.0 Lot | | | |
|------|---|--|---------|--|--|--|

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-------------------|-----|------|-----------|-----------|------|
|------|-------------------|-----|------|-----------|-----------|------|

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|------|---|--|---------|--|--|--|
| 4401 | Option Period Four, Option Item One (up to two additional work years) - Labor. (TBD) Option | | 1.0 Lot | | | |
|------|---|--|---------|--|--|--|

| Item | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF |
|------|-------------------|-----|------|-----------|-----------|------|
|------|-------------------|-----|------|-----------|-----------|------|

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|------|--|--|---------|--|--|--|
| 4402 | Option Period Four, Option Item Two (up to four additional work years) - Labor. (TBD) Option | | 1.0 Lot | | | |
|------|--|--|---------|--|--|--|

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|------|--|--|---------|--|--|--|
| 6300 | Option Period Three - ODC's. (TBD) Option | | 1.0 Lot | | | |
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|------|--|--|--------|--|--|--|
| 6301 | Option Period Three, Option Item One - ODC's. (TBD) Option | | 1.0 Lo | | | |
|------|--|--|--------|--|--|--|

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|------|--|--|---------|--|--|--|
| 6302 | Option Period Three, Option Item Two - ODC's. (TBD) Option | | 1.0 Lot | | | |
|------|--|--|---------|--|--|--|

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|------|---|--|---------|--|--|--|
| 6400 | Option Period Four - ODC's. (TBD) Option | | 1.0 Lot | | | |
|------|---|--|---------|--|--|--|

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|------|---|--|---------|--|--|--|
| 6401 | Option Period Four, Option Item One - ODC's. (TBD) Option | | 1.0 Lot | | | |
|------|---|--|---------|--|--|--|

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|------|---|--|---------|--|--|--|
| 6402 | Option Period Four, Option Item Two - ODC's. (TBD) Option | | 1.0 Lot | | | |
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SECTION C DESCRIPTIONS AND SPECIFICATIONS

NUWC DIVISION KEYPORT ADMINISTRATIVE SUPPORT SERVICES

1.0 BACKGROUND

1.1 Naval Undersea Warfare Center (NUWC), headquartered in Newport, RI, in conjunction with the Naval Surface Warfare Center (NSWC), encompasses the “Warfare Center,” as one of the four lines of business within the Naval Sea Systems Command (NAVSEA). NUWC Division Keyport (NUWC-DK) provides test and evaluation; in-service engineering, maintenance, and repair; Fleet readiness, and industrial base support for undersea warfare systems, countermeasures, and sonar systems. Essential to the successful execution of NUWC-DK’s mission is the ability to obtain contractor-provided business and administrative support services to supplement the technical civilian workforce.

1.2 Administrative Support Services are provided to NUWC Keyport through the following organizational sectors: Operations Services Department –(Code 10), which includes Workforce Services Division - Code16; Infrastructure Services Division – Code 17; Supply and Acquisition Services Division – Code 18; and Information Services Division – Code 19, System Acceptance and Operational Readiness Department (Code 20), Maintenance, Engineering, and Industrial Operations Department (Code 30), In-Service Engineering and ILS Department (Code 40), and FMR PAD (Code 70).

1.3 The following chart is the estimated workload across all organizational sectors. However, the Contractor is encouraged to recommend process improvements to achieve efficiencies and cost savings:

| Code | Estimated FTE | *Estimated Hours (1920 hrs/wy) |
|------------------------|---------------|--------------------------------|
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | | |
| 20-23 | | |
| 30 | | |
| 40 | | |
| 70 | | |
| Administrative Support | | |

1.4 A Cost Plus Fixed Fee (CPFF) task order is planned for the base period (one year) and four (4) one year option periods. In the event increased requirements develop during the performance period, negotiated option items may be added to the task order. The first option item is an addition of up to two (2) work years, and second option item is an addition of up to four (4) work years. Support requirements or organizational area detail for each option is unknown and will be addressed at the time option item is deemed necessary. The additional option items are set forth in CLINs 1002, 1003, 1101, 1102, 1201, 1202, 3001, 3002, 3101, 3102, 3201, 3202, 4301, 4302, 4401, 4402, 6301, 6302, 6401, and 6402 respectively.

Guiding documents are provided in Attachment 1 (References) and Attachment 2 (Acronym List).

2.0 TASK ORDER PERFORMANCE REQUIREMENTS

2.1 Management: The Contractor shall ensure that all work meets performance objectives and standards. All work shall be performed within time limits specified, constraints present, and schedule of customer’s operations. The Contractor is encouraged to recommend process improvements within specification and procedural boundaries to achieve efficiencies and cost savings.

2.2 Any effort undertaken by the Contractor pursuant to oral direction and instruction, other than in accordance with the provisions herein, shall be at the Contractor’s risk and expense.

2.3 General administrative support is required daily, though each of the specific subtasks listed below may not occur daily, or be supported in every Department. Unless specific schedules for deliverables are provided, assume performance may be required daily.

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2.4 Subject matter, level of complexity of the taskings, and degree of difficulty may vary. The Contractor is not responsible for the technical accuracy of Government-provided data.

3.0 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary is considered the mission critical items for performance under the resultant Task Order. Only performance deficiencies that are directly attributable to contractor error are considered measured against performance for the requirements defined within the Statement of Work (SOW).

4.0 DESCRIPTION OF SERVICES:

Provide administrative support services for NUWC Keyport utilizing the following business information systems:

Industrial Logistics Support Management Information System (ILSMIS)

Keyport Automated Supply System (KASS)

Standard Labor Data Collection & Distribution Application (SLDCADA)

Consolidated Equipment Database (CED)

Corporate Asset System (CAS)

Personnel Directory System (PDS)

Defense Civilian Personnel Data System (DCPDS)

Workforce Development System (WDS)

Work Assignment Web (WAW)

Human Capital Digital Dashboard

Executive Business Information System (EBIS)

MODERN (Personnel action system)

Legacy Travel System

Defense Travel System (DTS)

Defense Messaging Distribution System (DMDS)

Standard Procurement System (SPS)

Contract Management System (CMS)

Lightweight Information Desk Online (LIDOL)

Web Integrated Data Environment (WIDE)

Electronic Document Access (EDA)

Navy Electronic Commerce On-Line (NECO)

Shop Workload Management System (SWMS)

Expertise with the following software is required: MS Office Suite (Word, Excel, PowerPoint, Outlook, Project, and Visio); and desired for the following: Access, TurboPrep (for Naval Messaging), and Microsoft Front Page.

4.1 GENERAL DOCUMENTATION:

Information may be provided or may require retrieval, data mining, and extraction from archival systems; the type of data may include financial, personnel, programmatic, contract-related, purchase card program-related, or project information.

- Documentation preparation, signature routing, tracking, and distribution. Proofread outgoing correspondence to ensure proper format is utilized, ensure typographical and grammatical accuracy, ensure conformance with procedural instructions, and determination that all necessary background material is attached to the file.

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- Copy, scan, reduce, fax, bind, route, file, distribute, archive, shred, and dispose of applicable documents.

PERFORMANCE REQUIREMENT (Where no Government format is provided, contractor format is acceptable):

- Correspondence (letters, memos, naval messages)
- Technical Documentation (directives, instructions, position papers, reports, forms, tables, graphs, catalogs, manuals, metrics, Emergency Action Plans (EAPs))
- Presentations and Meeting Support (viewgraphs, spreadsheets, handouts, agendas, charts, and meeting notes).
- Data entry (all forms; all systems)

SCHEDULE:

Specific schedules for completion will be provided with each requirement.

4.2 WEEKLY NUWC KEYPORT COMMAND REPORT (FORMERLY TECHNICAL BRIEFINGS):

From information provided, prepare, route for signature, and submit electronically to NUWC Keyport Command Staff.

PERFORMANCE REQUIREMENT, in Government provided format:

Weekly Command Report

SCHEDULE:

Specific schedules for completion will be provided by each Department.

4.3 ACQUISITION SUPPORT (CODE 18):

General Acquisition Support:

- Data entry into and retrieval of data from ILSMIS; direct telephone inquiries;
- Design new and update established Acquisition metrics and provide in PowerPoint and Excel format;
- Complete document destruction for purchase orders, funding documents, and bankcard statements;
- Set up and maintain files (electronic and hard copy); assemble, copy, and distribute correspondence and procurement documents (photocopy, scan, or mail).
- Process funding documents
- Ensure the procurement packages are filed in their respective areas (some hard copy filing locations are outside of the acquisition area)
- Retrieve hard copy of contract / task order / purchase order file folders when requested.

Contract and Simplified Acquisition Support:

- Design procurement logs to reflect changing procurement processes
- Coordinate with acquisition personnel to resolve the issues on the Late Delivery Report
- Complete contract / task order / purchase order close out procedures in accordance with NAVSEA Instruction 4200.21.
- Develop and maintain logs for all closed contracts, purchase orders and task orders.
- Box and label all hard copy closed out files for storage

Bankcard Program Support:

- Review ILSMIS reports and determine if Agency Program Coordinator (APC) action is required in accordance with NAVSEAINST 4200.99
- Support the clearing of aged bankcard records in accordance with the defined process.
- Coordinate with Workforce Services Division (WSD) to ensure training records are updated with purchase card mandated training.

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- Provide information to program participants in accessing and using various online training sites
- Coordinate purchase card training for bankcard users.

PERFORMANCE REQUIREMENT:

General Acquisition Support

- Data entry
- Acquisition metrics
- Document destruction
- File maintenance

Contracts and Simplified Acquisition Support:

- ILSMIS data entry
- Procurement logs
- Contract / Purchase Order Closeout

Bankcard Program Support:

- Support the resolution of aged bankcard records
- Training support for bank card users

SCHEDULE

- Process funding documents within 1 work day of receipt.
- Coordinate purchase card training for bankcard users; ensure access to on-line training; respond to questions/problems with on-line training within two work days of notification of new users.
- File procurement packages – within four work days of receipt of signed off package
- Metrics completed within 4 work days of availability of the raw information
- Requests for files daily (pull files at least twice daily)

Currently two (2) support personnel are located within Code 18. Support personnel located within this division shall be cross trained and cover both acquisition and bankcard program support services accordingly during absences (annual or sick leave) or work surges.

While the above work items may be exclusive to Code 18, other work items listed in the Statement of Work may be applicable to Code 18.

4.4 DESK PROCEDURES SUPPORT:

Develop and maintain, with latest information, desk procedures for each contracted position.

PERFORMANCE REQUIREMENT, in contractor format:

Desk Procedural Guidebook

SCHEDULE:

Guidebooks shall be completed within 30 days of contract award; updates shall be completed within 5 working days of procedural changes.

4.5 FACILITIES HELP DESK SUPPORT:

Code 17: Provide point of contact for all incoming facilities trouble/maintenance requests. Log and track requests for and completion of service; maintain metrics on service requests; track discretionary services usage.

Other Codes: Report (via email or phone) facility problems to Code 17 Facilities Help Desk. Maintain database and track status of facility maintenance requests.

PERFORMANCE REQUIREMENT (Where no Government format is provided, contractor format is acceptable):

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- a. Log Books and/or database tracking for facilities trouble calls
- b. Metrics tracked and updated

SCHEDULE:

- a. Log books and database tracking maintained and updated as trouble calls are reported
- b. Metrics updated weekly

4.6 TIME KEEPING SUPPORT:

- Based on information provided via work schedules and/or emails, input work hours into Standard Labor Data Collection & Distribution Application (SLDCADA) for Government review and certification; print timekeeping reports, document and research timekeeping discrepancies from SLDCADA, and report findings to the applicable Department Business Office (B-Code). Print and distribute Uncertified Labor Report to Government Supervisors.
- Deliver corrected time cards to Keyport Payroll Office.

PERFORMANCE REQUIREMENT:

Timekeeping data input in SLDCADA for Government review

SCHEDULE:

Normal input into the SLCADA system must be accomplished prior to Monday morning SLCADA certification times. This schedule may vary due to holiday schedules or technical difficulties and will be identified as they occur.

4.7 TRAVEL ORDER SUPPORT:

From travel information provided by the Government, utilize the Defense Travel System (DTS) to book travel, enter orders, sign (electronically) for traveler, and forward to Government official for approval; prepare travel order amendments; retrieve orders; enter travel claims.

PERFORMANCE REQUIREMENT:

Travel orders and claims processed in DTS

SCHEDULE:

Travel orders and claims completed within 1 working day of receipt

4.8 PROPERTY MANAGEMENT SUPPORT:

- Provide general support to the Department Property Officer (DPO), which includes barcode application for accountable assets, creation and update of property records in the Consolidated Equipment Database (CED) or Corporate Asset System (CAS), reporting, and documentation preparation for excessing property (DD200).
- Inventory Support - barcode scanning, reporting, asset and data verification/reconciliation, and documentation preparation for excessing property (Forms DD1348/DD1149) and/or report of missing assets (Form DD200).
- Prepare property passes for Government signature.

PERFORMANCE REQUIREMENT:

- a. CED or CAS property records created and maintained
- b. Property Pass preparation
- c. Inventory and documentation support

SCHEDULE:

- a. General support shall be completed within 3 work days of receipt of information from Department users or DPO.
- b. Inventory support - in accordance with DPO schedules – will be provided

4.9 MEDICAL CERTIFICATION SUPPORT:

| | | |
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For Departments where government employees require medical certifications, receive notification from the Regional Dispensary at Bangor with name of the affected employee. Forward that list to the affected employee, his/her supervisor, and the Department Business Office Manager. Maintain a database of names and notification date, and date of completed physical, which will be provided by the employee.

PERFORMANCE REQUIREMENT (Where no Government format is provided, contractor format is acceptable):

- a. Notification to employees and supervisors that medical appointments are required
- b. Maintained database of employees requiring medical certifications

SCHEDULE:

- a. Within 1 working day following notification from Regional Dispensary

4.10 MEETING AND/OR VISITOR SUPPORT:

- Schedule meetings, schedule conference rooms, arrange for appropriate telecommunications and audiovisual equipment to be in place; coordinate visit requests, parking, and welcome signs for visitors; coordinate Station tours and transportation
- Prepare agendas for meetings, contact meeting attendees, prepare correspondence and minutes, and distribute to applicable recipients. Assemble materials to be handed out at meetings. Assemble and distribute Keyport visitor packets.
- Attend meetings, as required, and provide administrative support during meetings; maintain tickler file for action items.
- Receive visitors and respond to general, non-technical information (i.e., directions). Based on general knowledge of the organizational structure, refer visitors to appropriate Government personnel.
- Code 40 – Ensure all conference rooms in the general access areas are locked at the end of each business day.

PERFORMANCE REQUIREMENT (Where no Government format is provided, contractor format is acceptable):

- a. Administrative meeting coordination support (schedule and secure rooms, IT support, and visitor coordination)
- b. Meeting documentation support (agendas, presentations, correspondence, action items, visitor packets)

SCHEDULE:

To support meeting calendar

4.11 TRAINING SUPPORT:

Code 16 only:

- Coordinate Corporate and Department-level training classes and schedules, maintain and update the Workforce Development System (WDS) database for course enrollments and completed training; distribute training reports.
- Provide a focal point for questions regarding the WDS database; route programming problems to the Code 19 Help Desk.

All Codes:

Prepare, input, update, file, and route training requests.

PERFORMANCE REQUIREMENTS:

- a. Code 16 – Corporate training support
- b. All Codes – Support of Department training requirements

SCHEDULE:

- a. Corporate Training and WDS database support shall be in accordance with the Workforce Services Division (WSD) training plan or schedule.

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b. Training requests shall be completed with 2 work days of receipt of training requirements.

4.12 TRANSPORTATION SUPPORT (CODE 17):

Using information provided and a spreadsheet format:

- a. Track and update mileage for the GSA (General Services Administration) vehicles (GSA Fleet Mileage Express).
- b. Compile and maintain ferry ticket charge lists.
- c. Maintain and update the Material Handling Equipment (MHE) use logs.

PERFORMANCE REQUIREMENTS:

Maintain records for GSA vehicles, ferry tickets, and MHE

SCHEDULE:

- a. Maintain/update transportation data weekly

While the above work items may be exclusive to Code 17, other work items listed in the Statement of Work may be applicable to Code 17.

4.13 KEY CUSTODIAN SUPPORT:

In support of the Government Key Custodian, maintain key inventories for controlled and uncontrolled keys and spaces. Issue keys according to Department and Command policy, and ensure all key control documentation is accurate, complete and kept up to date. Documentation includes but is not limited to inventories, check in/check out logs, lost key reports, and long-term key issue memos. Contractor personnel may be designated as a key sub-custodian.

PERFORMANCE REQUIREMENTS:

- a. Maintain key control documentation
- b. Issue keys

SCHEDULE:

- a. Maintain/update key control documentation as frequently as changes occur
- b. Issue keys same day as requests

4.14 GENERAL OFFICE ADMINISTRATION

a. Telephone and IT Help Desk

- Notify the Code 19 Help Desk for phone and or IT service problems and addition or deletion of service.
- Update the Phone Directory System (PDS) with Department additions and deletions.
- Update Departmental group email addresses as additions or deletions occur

b. Web Page and Share Point Support

- Using Microsoft Front Page and Visio, and when provided Department information, maintain Web Pages and/or Share Point sites which includes updates and deletions to the electronic libraries, changes to publications, and revisions to catalogs and manuals on-line.

c. Database Support

- Perform data compilation, data entry (into business applications), data base queries, reviews, updates and maintenance.

d. Office Supplies Support

- Maintain inventory of most commonly used office supply items; utilize approved processes for replacement supplies.

e. Incoming/Outgoing Mail Support

- Receive, sort, and distribute incoming correspondence.

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f. Official Bulletin Boards

- Receive and post current Bulletin Board information.

g. Common Office Printers and Copier Areas

- For common office printers, copiers, and fax machines, replace toner cartridges and/or call for service as required.

SCHEDULE:

- Within 1 work day of requirement
- As support is required
- As support is required
- As support is required
- As frequently as mail is received (currently twice daily)
- Within 1 work day of receipt
- As support is required

5.0 GENERAL INFORMATION

5.1 Property Management: The contractor shall perform administrative services necessary to perform the work to include, but not limited to property management, quality control, maintenance of accurate and complete records, files, physical control of applicable publications, e.g., Federal, State, and local regulations, codes, technical manuals, and manufacturer instructions.

5.2 Contractor Employees: The contractor shall provide capable personnel necessary to accomplish all contract work and services within the government specified performance parameters and timeframes. The contractor shall provide personnel with qualifications, necessary licenses, certifications, training, experience levels, and security clearances that are required, including all those required by Federal, State, and local laws and regulations. Contractor will provide training opportunities, when necessary, to maintain contractor capabilities/skills to coincide with changing technology environments. Contractors must have the ability to effectively communicate (both orally and in writing) to all applicable parties, as necessary for the task performance. The contractor shall manage all resources and workload independently. The contractor shall resolve any and all personnel conflicts or performance issues. If a contracted employee is not performing at the appropriate level of competence or professionalism while performing the requirements of the Statement of Work, the SEATOM will notify the Contractor's Project Manager and the contractor will have three (3) working days to provide the SEATOM with their solution. The contractor is responsible for ensuring that all personnel employed for this task order are given a copy of the statement of work.

5.3 Technical Instruction (TI) Letters: Based on the requirements contained in the Statement of Work (SOW), 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 SOW or change the intent of the SOW. TI Letters shall not authorize Personal Services.

5.3.1 All changes to the SOW 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 SOW.

5.4 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. The contractor's guide to environmental compliance is listed in Attachment 1.

5.5 Hazardous Waste and Material Control/Handling. The contractor shall comply with all Navy instructions applicable, e.g., but not limited to OPNAVINST 5090.1 (Series) Environmental and Natural Resources

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Program Manual and NUWCDIVKPT 5090 (Series) Environmental Program and Policy Manual.

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 of delineated safety lanes are required to wear safety shoes that meet the Z-41 standard for compression and impact.

5.7 Quality: The contractor shall establish, plan, develop, document, implement and maintain a quality system that ensures the product or services conform to the specified contract technical requirements as defined in the SOW. The contractor shall provide and maintain an inspection system acceptable to the government covering the services under the contract. The contractor shall implement procedures to identify and prevent defective services from recurring. As a minimum, the contractor shall develop quality control procedures that address the areas identified in the Performance Requirements Summary (PRS) provided in Attachment (4). The Government reserves the right to monitor and measure contractor performance for all requirements defined within the SOW.

5.8 Performance of Service during Emergency: In the event of a national emergency, contractor personnel may be required to support ongoing operations.

5.8.1 Emergency Requirements: The contractor shall have a manager or designee available by phone/pager to support schedule changes. The manager shall respond to contingencies within 24 hours to support emergencies. An emergency recall list shall be provided to the TOM. 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.

5.9 Keyport Operations. It should be noted, all work will be performed at NUWC-DK, Washington.

5.9.1 Hours of operation: Normal hours of operation are from 0700-1530, Monday through Friday, except Federal holidays. Alternate work schedules must be approved by the TOM using a TI.

5.9.2 Overtime: Overtime may be required to support emergent requirements. Approximately 500 hours of overtime are anticipated annually. Overtime shall be coordinated with the TOM with an approved TI prior to use. Overtime that is not approved in advance will not be authorized for payment. Should the need arise in such a manner that written authorization is not possible, a verbal authorization shall be obtained by the TOM to be followed up in writing within 3 working days.

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

5.10 Security requirements: Security Classification of Equipment, Components, Spaces and Documents: The Equipment, Space or Document may be classified and subject to the applicable provisions of DOD 5220.22M, Industrial Security Manual; SECNAVINST 5510.36, Information Security Program Regulation (17 Mar 99); SECNAVINST 5510.30A, Personnel Security Program; NUWCDIVKPT 5510, The Information and Personnel Security Program Manual; the NUWCDIVKPT Physical Security Manual 5530; and the NUWC Information Assurance Program Manual, NUWCDIVKPT 5239.

5.10.1 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.

5.10.2 Contractor personnel supporting this Task Order on-site NUWC-DK require a security clearance level of Secret.

Spaces: Up to Secret

Equipment: Up to Secret

Documents: Up to Secret

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

5.11 Government Furnished Property: Government furnished property is not anticipated for this work. The

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services being performed for this acquisition require the contractor to work within NUWC-DK, the Government will provide workspaces, telephones, computers, and office supplies as well as access to the software that are needed to accomplish this work in accordance with the guidelines listed below.

5.11.1 General: The Government will provide access to existing facilities, equipment, software, systems and services for the Offeror's use.

5.11.2 Guidelines: The Offeror shall use government-furnished equipment, software, systems, and services only for official use that is directly related to the performance of work under this SOW. 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 PCs.
- Use of privately owned software on government PCs is prohibited.

5.11.3 Access to all Information Technology (IT) System Files: All data generated in the performance of SOW requirements and system database updates are the sole property of the Government. Data files generated under this contract may not be transferred to 3rd parties, or disseminated or used for any purpose other than as required for contract performance.

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

6.0 REPORTING REQUIREMENTS

6.1 Quality Assurance Plan: The contractor shall supply a Quality Assurance Plan as well as a Quality Assurance surveillance plan to the TOM within 30 days of Task Order award. The contractor, not the government, is responsible for management and quality control actions to meet the terms of the contract.

6.2 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.

6.3 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.

6.4 Task Condition Report: When an event occurs that affects cost, schedule, or performance of a particular subtask, a task condition report will be generated and provided to the TOM within 5 working days of such event.

6.5 The 75% Report: The contractor shall provide a 75% report, to the TOM, 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.

6.6 Efficiency Report: The contractor shall provide, to the Contracting Officer, 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 periods, the contractor shall demonstrate actual and planned cost savings gained through efficiencies with a presentation and written report provided to the Government.

7. STANDARDS OF CONDUCT

7.1 Standards of Conduct. The contractor shall be responsible for 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

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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.

8. TRAVEL

8.1 Travel. No travel is anticipated in support of this requirement. If travel is required, a modification will be issued to the task order prior to travel commencing.

8.2 Travel to Worksite. Travel to and from NUWC-DK will not be paid by the Government.

9. CONFIDENTIALITY/PERSONAL SERVICE

9.1 Confidentiality. Work on this Task Order may require some performers have access to Privacy Act Information. Such personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. Contractor personnel shall not divulge or release data or information developed or obtained in performance of this contract until made public by the Government, except to authorized Government personnel. The Contractor shall not use, disclose, or reproduce proprietary data other than as required in the performance of this contract.

9.2 Personal Service. The use of a SEAPORT-e Task Order to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services which are prohibited by FAR Part 37.104 titled Personal Services Contract. The contractor is specifically prohibited from performing functions which are defined as inherently governmental functions (See FAR 7.503) and require performance by Government employees in order to retain essential control and responsibility.

All contractor personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public or Congress that they are Government officials, unless, in the judgment of the agency, no harm can come from failing to identify themselves. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

10.0 TRANSITION PLAN

10.1 Phase In/Phase Out Plan: The contractor shall provide phase-in/transition services. Phase in to be 1 December through 31 December 2006. Phase-in/transition services shall be limited to only those services required to prepare for full performance of services.

10.2 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.

10.3 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.

10.4 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 Mutiple 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 Mutiple 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 DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Transition / Phase In Period: 12 Dec through 31 Dec 2006

Base Period of Performance: 01 Jan through 31 Dec 2007

Option Period One: 01 Jan through 31 Dec 2008

Option Period Two: 01 Jan through 31 Dec 2009

Option Period Three: 01 Jan through 31 Dec 2010

Option Period Four: 01 Jan through 31 Dec 2011

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SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

| SLINID | PR Number | Amount |
|---|-----------|--------|
| 100101 | 63457434 | |
| LLA : | | |
| AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400 | | |
| BASE YEAR LABOR: CODE 40 | | |
| 100102 | 63457422 | |
| LLA : | | |
| AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400 | | |
| BASE YEAR LABOR: Code 70 | | |

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:

Ms. Diane Kostecky

610 Dowell Street, Code 018

Keyport, WA 98345

Phone: (360) 315-3384 Fax: (360) 396-7358

Email: kosteckyd1@kpt.nuwc.navy.mil or diane.kostecky@navy.mil

Task Order Manager:

Ms. Linda Blevins

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Keyport, WA 98345

Phone: (360) 396-7913

Email: lblevins@kpt.nuwc.navy.mil

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1. 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.

H.2 NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

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(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 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 | CPFF | M/HS | EST. POP |
|------|------------------|-----------------------|------|------|------------------------|
| 1001 | | | | | 1/1/2007 12/31/2007 |

(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) 3001 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.

H.3 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 this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

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(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

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this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

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

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

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

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

(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 252.227-7018(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

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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)

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

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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

CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee (Mar 1997)

52.222-41 Service Contract Act (1965)

52.217-7 - Option for Increased Quantity -- Separately Priced Line Item (Mar 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within 14 Days. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(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 Five (5) 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 500 manhours 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 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)

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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.

(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)

52.237-1 - Site Visit (Apr 1984)

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

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: Acronyms

Attachment 3: Solicitation DD 254

Attachment 4: Performance Work Requirements

Attachment 5: Reserved

Attachment 6: Reserved

Attachment 7: Wage Determination