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|---|--|----------------------------------|--------------------------|---|---------------------------|---------------------------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE U | | PAGE OF PAGES 1 2 | | |
| | | | | | | | |
| 2. AMENDMENT/MODIFICATION NO. 15 | | 3. EFFECTIVE DATE 02-Aug-2013 | | 4. REQUISITION/PURCHASE REQ. NO. 1300365345 | | 5. PROJECT NO. (If applicable) N/A | |
| 6. ISSUED BY CODE | | N00253 | | 7. ADMINISTERED BY (If other than Item 6) CODE | | S0514A | |

| | | | | | | |
|--|---------------|--|----------------|--|--|--|
| 9. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) NOWE, KEYPORT DIVISION INDUS TECHNOLOGY INC 2243 San Diego Ave San Diego CA 92110 | | | DCMA SAN DIEGO | | 8. AMENDMENT OF SOLICITATION NO. | |
| | | | [X] | | 9B. DATED (SEE ITEM 11) | |
| | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-FY04 | |
| | | | | | 10B. DATED (SEE ITEM 13) 25-Jun-2010 | |
| CAGE CODE 1BGW9 | FACILITY CODE | | | | | |

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.

610 Dowell Street
 Keyport WA 98345-7610
 DIANE.WEBER@NAVY.MIL 360-315-0477

7675 DAGGET STREET, SUITE 200
 SAN DIEGO CA 92111-2241

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)
 SEE SECTION G

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

| | |
|-----|---|
| (*) | 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. |
| [] | |
| [] | 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). |
| [] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| [X] | D. OTHER (Specify type of modification and authority) 52.232.22 Limitation of Funds |

E. IMPORTANT: Contractor [] is not, [X] 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) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) | |
| Eric T. MacGregor, Director of Contracts | | Monique A Klose, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA | 16C. DATE SIGNED |

| | | | |
|---|-------------|------------------------------------|--|
| /s/Eric T. MacGregor | 01-Aug-2013 | BY /s/Monique A Klose | 02-Aug-2013 |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |
| NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE | | 30-105 | STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243 |

| | | | | |
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GENERAL INFORMATION

The purpose of this modification is to deobligate SLIN 430105. This modification also changes the contract specialist point of contact information in Section G.

Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$8,777,219.58 by \$11,488.67 to \$8,765,730.91.

| | | | | |
|-----------|--------------|-----------|-------------|---------|
| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
| 430105 | O&MN,N | 12,000.00 | (11,488.67) | 511.33 |

The total value of the order is hereby increased from \$9,637,089.71 by \$0.00 to \$9,637,089.71.

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 | PSC Code | Supplies/Services | Qty | Unit | Est. Cost | Fixed Fee | CPFF -- |
|-------------|----------|---|------|------|---|--------------|----------------|
| ---- | ----- | ----- | ---- | ---- | ----- | ----- | ----- |
| 4000 | | Base Year Labor (1 Jul 2010 - 30 Jun 2011) | | | | \$0.00 | |
| 4000AA R425 | | Base Year Services - Moved CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 | LO | \$0.00 to CLIN 4001 THIS | \$0.00 | \$0.00 |
| 4000BA R425 | | Base Year, Option Quantity MOVED TO CLIN 4002 PWS 1.6.1 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 4000CA R425 | | Base Year, Option Quantity MOVED TO CLIN 4003 PWS 1.6.2. THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 4000DA R425 | | Base Year, Option Quantity MOVED TO CLIN 4004 PWS 1.6.3. THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 4001 R425 | | Base Year Services - Labor Base services Year in the Performance FROM CLIN 4000AA Modification 02 decrease ceiling, to removal of subtask 2.8, \$64,051.22 \$2,679,308.72 to \$2,615,257.50. (TBD) | 1.0 | LO | \$2,446,411.83 to provide the during the Base accordance with Work Statement. due PWS by from | \$168,845.67 | \$2,615,257.50 |
| 400101 R425 | | Subtask 2.1 - | | | | | |

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2.2

Incremental

Funding

Mod 02 decrease
funding by
\$142,293.04 from

\$1,586,160.00 to

\$1,443,866.96

Mod 04 decrease
funding by
\$2,586.92 from

\$1,443,866.96 to

\$1,441,280.04

(WCF)

400102 R425

Subtask 2.3 -

2.5

Incremental

Funding

Mod 01 decrease
funding by
\$57,243.00 from

\$791,084.00 to

\$733,841.00. Mod
02 decrease funding
by \$226,088.90
from

\$733,841.00 to

\$507,752.09. Mod
04 increase funding
by \$5,088.66
from

\$507,752.09 to

\$512,840.75.

(WCF)

400103 R425

Subtask 2.4

Incremental

Funding

Mod 01 decrease
funding by
\$21,228.52 from

\$36,000.00 to

\$14,771.48. Mod
02 decrease funding
by \$266.33 from

\$14,771.48 to

\$14,505.15. (WCF)

400104 R425

Subtask 2.4.1

Incremental

Funding

Mod 01 decrease
funding by
\$13,896.95 from

\$30,000.00 to

\$16,103.05. Mod
02 increase funding
by \$67.65 from
\$16,103.05 to
\$16,170.70. (WCF)

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400105 R425 Subtask 2.7
Incremental
Funding
Mod 02 decrease

funding by
\$17,694.55 from

\$200,000.00 to
\$182,305.45. Mod
04 increase funding
by \$12,888.70
from

\$182,305.45 to
\$169,416.75.
(WCF)

400106 R425 Subtask 2.4
Incremental
Funding

Mod 02 decrease
funding by
\$16,747.48 from

\$64,955.28 to
\$48,207.80. Mod
04 decrease funding
by \$1,594.46
from

\$48,207.80 to
\$46,613.34. (WCF)

400107 R425 Subtask 2.4.1
Incremental
Funding

Mod 02 increase
funding by
\$12,858.00 from

\$41,769.10 to
\$54,627.10. Mod
04 increase funding
by \$154.56 from

\$54,627.10 to
\$54,781.66. (WCF)

| | | | | | |
|-----------------|-------------------|--------|---------------|-------------|--------------|
| 4002 R425 | Base Year, Option | 1.0 LO | \$266,601.06 | \$18,662.07 | \$285,263.13 |
| Item - Labor to | | | provide First | | |
| Option Quantity | | | | | |
| | Item during the | | | | |
| Base Year in | | | | | |
| accordance with | | | the | | |
| Performance | | | Work | | |
| Statement, | | | paragraph | | |
| 1.6.1. | | | FROM CLIN | | |
| 4000BA | | | | | |
| | (TBD) | | | | |
| | Option | | | | |

| | | | | | |
|-----------------|-------------------|--------|----------------|-------------|--------------|
| 4003 R425 | Base Year, Option | 1.0 LO | \$419,172.04 | \$29,342.04 | \$448,514.08 |
| Item - Labor to | | | provide Second | | |
| Option Quantity | | | | | |
| | Item during the | | | | |
| Base Year in | | | | | |

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accordance with
Performance
Statement,
1.6.2.
4000CA

the
Work
paragraph
FROM CLIN

(TBD)
Option

| | | | | | |
|-----------------|-------------------|--------|---------------|------------|--------------|
| 4004 R425 | Base Year, Option | 1.0 LO | \$104,793.01 | \$7,335.51 | \$112,128.52 |
| Item - Labor to | | | provide Third | | |
| Option Quantity | | | | | |

Item during the

Base Year in
accordance with
Performance
Statement,
1.6.3.
4000DA

the
Work
paragraph
FROM CLIN

(TBD)
Option

| | | | | | |
|------|--|--|--|--|--------|
| 4100 | Option Year One Labor (1 Jul 2011 - 30 Jun 2012) | | | | \$0.00 |
|------|--|--|--|--|--------|

| | | | | | |
|-------------|---|--------|--------|--------|--------|
| 4100AA R425 | Option Year One Services MOVED TO CLIN 4101 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
|-------------|---|--------|--------|--------|--------|

| | | | | | |
|-------------|---|--------|--------|--------|--------|
| 4100BA R425 | Option Year One, Option Quantity PWS 1.6.1. MOVED TO CLIN 4102 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
|-------------|---|--------|--------|--------|--------|

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|-------------|---|--------|--------|--------|--------|
| 4100CA R425 | Option Year One, Option Quantity PWS 1.6.2. MOVED TO CLIN 4103 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
|-------------|---|--------|--------|--------|--------|

| | | | | | |
|-------------|---|--------|--------|--------|--------|
| 4100DA R425 | Option Year One, Option Quantity PWS 1.6.3. MOVED TO CLIN 4104 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
|-------------|---|--------|--------|--------|--------|

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4101 R425 Option Year One 1.0 LO \$2,226,601.06 \$158,901.03 \$2,385,502.09
 Services - Labor to provide the
 Base services during Option
 Year One in accordance with
 the Performance Work Statement.

FROM CLIN 4100AA

Modification 02 decrease ceiling, due
 to removal of PWS
 subtask 2.8, by
 \$120,474.72 from
 \$2,726,497.81 to
 \$2,606,023.09.
 Modification 05 - decrease ceiling, due
 to PC-06, 07, & 08,
 by

\$220,521.00 from
 \$2,606,023.09 to
 \$2,385,502.09.
 (TBD)

410101 R425 Incremental
 Funding
 PWS 2.1-2.2.3,
 2.3.1-2.3.2,
 2.5-2.6.1 (WCF)

410102 R425 Incremental
 Funding
 PWS 2.3, 2.4
 (WCF)

410103 R425 Incremental
 Funding
 PWS 2.7 (WCF)

410104 R425 Incremental
 Funding
 PWS 2.4
 Mod 04 Decrease
 funding by
 \$3,782.09 from
 \$12,500.00 to
 \$8,717.91. (WCF)

410105 R425 Incremental
 Funding
 PWS 2.4.1
 Mod 04 Decrease
 funding by
 \$371.64 from
 \$13,750.00 to
 \$13,378.36. (WCF)

410106 R425 Incremental
 Funding
 PWS 2.4.1 (WCF)

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|--------|------|--|-------|----|---|--------------------------|
| 410107 | R425 | Incremental Funding PWS 2.7 (WCF) | | | | |
| 4102 | R425 | Option Year One, Option Item - Labor to provide First Option Item Year One in accordance with Performance Statement, 1.6.1. 4100BA (TBD) Option | 1.0 | LO | \$272,599.59 | \$19,081.97 \$291,681.56 |
| | | | | | the Quantity during Option the Work paragraph FROM CLIN | |
| 4103 | R425 | Option Year One, Option Item - Labor to provide Second Option Item Year One in accordance with Performance Statement, 1.6.2. 4100CA (TBD) Option | 1.0 | LO | \$428,603.42 | \$30,002.24 \$458,605.66 |
| | | | | | the Quantity during Option the Work paragraph FROM CLIN | |
| 4104 | R425 | Option Year One, Option Item - Labor to provide Third Option Item Year One in accordance with Performance Statement, 1.6.3. 4100DA (TBD) | 1.0 | LO | \$107,150.85 | \$7,500.56 \$114,651.41 |
| | | | | | the Quantity during Option the Work paragraph FROM CLIN | |
| 410401 | R425 | Incremental funding for PWS & 2.3.2 (WCF) | 2.3.1 | | | |
| 4200 | | Option Year Two Labor (1 Jul 2012 - 30 Jun 2013) | | | | \$0.00 |
| 4200AA | R425 | Option Year Two Services - MOVED TO CLIN 4201 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 | LO | \$0.00 | \$0.00 \$0.00 |

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|--|---|--------|---|--------------|----------------|
| 4200BA R425 | Option Year Two, Option Quantity PWS 1.6.1. MOVED TO CLIN 4202 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
| 4200CA R425 | Option Year Two, Option Quantity PWS 1.6.2. MOVED TO CLIN 4203 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
| 4200DA R425 | Option Year Two, Option Quantity PWS 1.6.3. MOVED TO CLIN 4204 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
| 4201 R425 Services - Labor Base services Year Two in the Performance | Option Year Two FROM CLIN 4200AA | 1.0 LO | \$1,969,222.38 to provide the during Option accordance with Work Statement. | \$141,923.65 | \$2,111,146.03 |
| Modification 02 decrease ceiling, due to removal of PWS subtask 2.8, \$121,520.76 \$2,515,114.79 to \$2,393,594.03. Modification 05 - decrease ceiling, due to PC-06, 07, 08, by | | | by from | | |
| | \$282,448.00 from \$ 2,393,594.03 to (TBD) | | & | | |
| 420101 R425 | PWS Subtask 2.1-2.2, 2.3.1-2.3.2, 2.4.1, 2.5-2.6.1 Incremental Funding (WCF) | | | | |
| 420102 R425 | PWS Subtask 2.3, 2.4, 2.4.2-2.4.8 Incremental Funding (WCF) | | | | |

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|-------------|---|--------|---------------------------------------|-------------|--------------|--------|
| 420103 R425 | PWS Subtask 2.7 Incremental Funding (WCF) | | | | | |
| 420104 R425 | PWS Subtask 2.3.2 MASTT Project -Incremental Funding (O&MN,N) | | | | | |
| 420105 R425 | RESERVED (WCF) | | | | | |
| 4202 R425 | Option Year Two, Option Item - Labor to provide First Option Item Year Two in accordance with Performance Statement, 1.6.1. FROM CLIN 4200BA (TBD) Option | 1.0 LO | \$94,139.68 | \$6,589.78 | \$100,729.46 | |
| | | | the Quantity during Option | | | |
| | | | the Work paragraph | | | |
| 4203 R425 | Option Year Two, Option Item - Labor to provide Second Option Item Year Two in accordance with Performance Statement, 1.6.2. 4200CA (TBD) Option | 1.0 LO | \$439,318.50 | \$30,752.30 | \$470,070.80 | |
| | | | the Quantity during Option | | | |
| | | | the Work paragraph FROM CLIN | | | |
| 4204 R425 | Option Year Two, Option Item - Labor to provide Third Option Item Year Two in accordance with Performance Statement, 1.6.3. 4200DA (TBD) | 1.0 LO | \$109,829.63 | \$7,688.07 | \$117,517.70 | |
| | | | the Quantity during Option | | | |
| | | | the Work paragraph FROM CLIN | | | |
| 420401 R425 | PWS Subtask 2.3.1 Incremental Funding (WCF) | | | | | |
| 4300 | Option Year Three Labor (1 Jul 2013 | | | | | \$0.00 |

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- 30 Jun 2014)

| | | | | | |
|--|---|--------|----------------|--------------|---|
| 4300AA R425 | Option Year Three Services - MOVED TO CLIN 4301 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
| 4300BA R425 | Option Year Three, Option Quantity PWS 1.6.2. MOVED TO CLIN 4302 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
| 4300CA R425 | Option Year Three, Option Quantity PWS 1.6.3. MOVED TO CLIN 4303 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 LO | \$0.00 | \$0.00 | \$0.00 |
| 4301 | R425 Option Year Three \$2,078,528.35 to provide the during Option accordance with Work Statement. FROM CLIN 4300AA | 1.0 LO | \$1,938,487.26 | \$140,041.09 | |
| Modification 02 decrease ceiling, due to removal of PWS subtask 2.8, \$122,586.90 \$2,490,060.25 to \$2,367,473.35. Modification 05 - decrease ceiling, due to PC-06, 07, 08, by | | | | | Base services Year Three in the Performance |
| | \$288,945.00 from \$2,367,473.35 to \$2,078,528.35. | | | | |
| 430101 R425 | NETWORK OPERATING TEAM/HELP DESK (WCF) | | | | |
| 430102 R425 | CORPORATE APPLICATIONS TEAM (WCF) | | | | |

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|---|--|--------|-------------|--|
| Base services in accordance with Performance Statement. | Regulations) for | | | |
| | | the | | |
| | | Work | | |
| | FROM CLIN 6000AA | | | |
| Modification 02 increase ceiling; to PC-2, batteries, and 3, snow day; \$23,074.17 \$18,388.44 \$41,462.61. | | due | | |
| | | PC- | | |
| | | by | | |
| | | from | | |
| | | to | | |
| | | (TBD) | | |
| 600101 R425 | ODC Incremental Funding | | | |
| Mod 02 increase ceiling \$16,746.55 from | | | | |
| \$25,143.55. | \$8,400.00 to | | | |
| 04 increase \$458.80 | Mod ceiling | | | |
| \$25,143.55 | from | | | |
| \$25,602.35. | to | | | |
| | (WCF) | | | |
| 6100 | Option Year One ODCs and Travel | | \$0.00 | |
| 6100AA R425 | Option Year One - ODCs and Travel | 1.0 LO | \$0.00 | |
| | MOVED TO CLIN | | | |
| 6101 | THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | | | |
| 6101 R425 | Option Year One - ODCs and Travel (IAW Joint Travel Regulations) for | 1.0 LO | \$17,262.70 | |
| Base services in accordance with Performance Statement. | | the | | |
| | | Work | | |
| | FROM CLIN 6100AA (TBD) | | | |
| 610101 R425 | Incremental Funding | | | |
| Mod 04 increase ceiling \$4,000.00 \$4,549.00 to \$8,549.00. (WCF) | from | | | |
| 6200 | Option Year Two - ODCs and Travel | | \$0.00 | |

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| 7000 | Option Year Four Labor (1 Jul 2014 - 30 Jun 2015) | | | | | \$0.00 |
| 7000AA R425 | Option Year Four Services - MOVED TO CLIN 7401 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 7000BA R425 | Option Year Four, Option Quantity PWS 1.6.2. MOVED TO CLIN 7402 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 7000CA R425 Option PWS 1.6.3. | Option Year Four, MOVED TO CLIN 7403 THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | 1.0 | LO | \$0.00 | \$0.00 | \$0.00 |
| 7401 R425 Services - Labor Base services Year Three in the Performance Modification 02 decrease ceiling, to removal of subtask 2.8, \$123,673.17 \$2,547,301.55 to \$2,423,628.38. Modification 05 - decrease ceiling, to PC-06, 07, by | Option Year Four FROM CLIN 7000AA | 1.0 | LO | \$1,984,009.31 to provide the during Option accordance with Work Statement | \$143,368.07 | \$2,127,377.38 |
| | \$296,251.00 from \$2,423,628.38 to \$2,127,377.38. (TBD) Option | | | due PWS by from due & 08, | | |
| 7402 R425 Labor to provide First Option Item Year Four in accordance with Performance Statement, | Option Year Four, Option Item - | 1.0 | LO | \$464,941.75 the Quantity during Option the Work paragraph | \$32,545.92 | \$497,487.67 |

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1.6.2.
7000BA

FROM CLIN

(TBD)
Option

| | | | | | | | |
|------|------|-------------------|-----|----|--------------|------------|--------------|
| 7403 | R425 | Option Year Four, | 1.0 | LO | \$116,235.43 | \$8,136.48 | \$124,371.91 |
| | | Option Item - | | | | | |

Labor to provide the
Second Option
Quantity Item
during during
Option Year Four in
accordance with
the
Performance Work
Statement,
paragraph 1.6.3.
FROM CLIN 7000CA

(TBD)
Option

For ODC Items:

| Item | PSC Code | Supplies/Services | Qty | Unit | Est. Cost | -- |
|---|----------|---|------|--------------------------|-------------|----|
| ---- | ----- | ----- | ---- | ---- | ----- | |
| 9000 | | Option Year Four - ODCs and Travel (1 Jul 2014 - 30 Jun 2015) | | | \$0.00 | |
| 9000AA | R425 | Option Year Four - ODCs and Travel MOVED TO CLIN | 1.0 | LO | \$0.00 | |
| | 9400 | THIS CLIN WILL NOT BE UTILIZED OR FUNDED (TBD) | | | | |
| | 9401 | R425 Option Year Four - ODCs and Travel (IAW Joint Travel Regulations) for | 1.0 | LO | \$17,758.97 | |
| Base services in accordance with Performance Statement 9000AA | | | | the Work FROM CLIN | | |
| | | (TBD) Option | | | | |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 GENERAL REQUIREMENTS AND INFORMATION

1.1 Background: The Naval Undersea Warfare Center (NUWC), Division Keyport operates under the Department of the Navy 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 Enterprise Network (formerly 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 with limited support relative to the Navy Enterprise Network 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, and Keyport Bangor Docks. Primary work area is at NUWC Division Keyport.

Travel to other locations. Estimate six trips per twelve (12) month options to provide General IT support. For estimating purposes, assume travel will be to Nanaimo, Canada and the duration of the travel will be for two (2) days, each trip.

1.4 General Support: The tasks listed will all require services which include but are not limited to the following: corporate network and server support, help desk customer support, corporate application and process automation, 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, with four 1-year options.

1.6 There are currently twenty nine (29) full time equivalents (FTE) including a full time Program Manager. This level of effort was reached due to system vulnerabilities, compliance of heightened security requirements, and corporate application enhancements. These requirements are anticipated to continue to increase throughout the performance of this contract therefore the following additional support option hours may be required:

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1.6.1 Corporate Application Enhancement – Additional programming support may be required during conversion and implementation of the Enterprise Resource Management system. The duties required are outlined in paragraph 2.4.3.

For estimation purposes assume additional man hours per the following option periods:

- Base Period – up to 5580 hours
- Option Year 1 – up to 5580 hours
- Option Year 2 – system expected to be fully implemented therefore requiring up to 2790 hours

1.6.2 System Vulnerability and Security Compliance – The requirements and tasking is outlined in paragraphs 2.3.1 and 2.3.2.

For estimation purposes assume additional man hours per option periods:

- Support for Certification and Accreditation documentation (paragraph 2.3.2) up to an additional 7440 hours per option period during the Base Period through Option Year 4.

1.6.3 System Vulnerability- The requirements and tasking is outlined in paragraphs 2.3.1 and 2.3.2.

For estimation purposes assume additional man hours per options:

- Support for scanning and remediation of network vulnerabilities up to an additional 1860 man hours per option during the Base Period through Option Year 4.

TASK ORDER PERFORMANCE REQUIREMENTS

2.1 Corporate Network Support

Provide technical support in the 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, Category 5 UTP, and fiber optic installations and interconnectivity requirements, and various network modernization projects.
- Install, troubleshoot, and provide preventative and corrective maintenance and repair of Voice-over-IP telephones and associated voice mail. (Cisco Sys Inc).
- Provide support for moves, adds, and changes to VoIP equipment and accounts.
- Install, troubleshoot, and provide preventative and corrective maintenance and repair of the Category 5 twisted pair cable system.

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- Install new 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.
- Install, configure, and test network related equipment at the desktop level, which interfaces users and/or systems to data communication networks.
- Perform remedial maintenance, as required and periodic preventative maintenance on the data communications cable plant.
- Provide documentation related to any equipment change or modification.
- 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.

2.2 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 with limited support relative to the Navy Enterprise Network 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, video teleconferencing (VTC), SharePoint Services, and multi-media installations.

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

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2.2.1 Help Desk Support

- Operate and monitor on-site IT Help Desk in the Computer room 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%. For the purposes of this SOW, First Call Resolution is defined as a Customer's inquiry or problem is resolved in one call eliminating further calls by the help desk or customer to reach a solution.
- 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 Virtual Private Network (VPN)
 - o Electronic Mail
 - o Networking Services
 - o Customer Open Calls
 - o Corporate Applications accessibility
- Document and/or create procedures and processes used to support operation and monitoring of the corporate helpdesk function.
- Create and provide monthly metrics that reflect the workload and level of effort in support of the corporate helpdesk function.

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.
- Provide customer support via the network, the telephone, or personal on-site visits to identify, troubleshoot, analyze, and resolve desktop systems and/or corporate application errors.
- Create and maintain server based print queues.
- Assign/modify local and domain-wide permissions.

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- 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 Operating System).

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 help desk tickets with a goal of within 60 minutes of receipt.
- Perform PC workstation installation, troubleshooting, preventative and corrective maintenance of all Government controlled hardware that is Non Navy Enterprise Network hardware/ equipment.
- Maintain an estimated 1100 system units, monitors and keyboards, 100 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.
- Retain replaced parts to be reutilized as spares. Hardware covered under warranty shall be shipped to the vendor and the customer shall be notified on return of the item.

2.3 Corporate Web Support

Provide the following web support utilizing such software as Microsoft Office, HTML, Microsoft SharePoint Designer, Microsoft dotNET development tools, and Microsoft SharePoint.

- 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 that are Government approved. · Implement inter-agency and other Federal requests and mandates for changes to existing web sites that are Government approved.
- 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.
- Provide training materials and procedures related to web pages.
- Prepare help guides for publication on the Intranet
- Design, develop, and maintain client systems for remote access/mobile computing activities, which includes host and client components.
- Document procedures and processes developed, supplied, or modified for customer support and problem resolution.

2.3.1 Server Support

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Provide analytical and technical on-site support for the operations of windows based servers. Provider shall 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 60 minutes of receipt to acknowledge a new troubleticket.
- 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. · 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), · 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 in accordance with Government instruction.
- Perform server backups to provide for system restoration, file and database recovery, and disaster recovery. Certify that backups are 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
- Resolve hardware/software interface and interoperability problems
- Ensure system functionality, integrity, and efficiency
- Provide Internet Information Services Web administration support
- Provide administration of SharePoint infrastructure
- Provide creation of SharePoint sites
- Maintain systems configuration; and manage the installation and integration of system patches, updates, and enhancements.

These systems may include, but are not limited to:

- Internet Information Services
- Servers using Microsoft Server Operating Systems
- System Management
- Software Update Services
- Load-Balancing/Clustering Services
- SharePoint Services
- Server Certificate Services
- Application Center
- Microsoft Operations Manager (MOM)
- VMware Virtualization Services

2.3.2 Information Assurance (IA) and Information Security (INFOSEC) Support

Provide Information Assurance (IA) and Information Security (INFOSEC) support to the Code 193 Corporate IA Branch to include, but not limited to the scanning and remediation of network and device vulnerabilities, the management of network wide Host Based Security System (HBSS), the preparation of Certification and Accreditation documentation utilizing the Defense

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Information Assurance Certification and Accreditation Process (DIACAP) and Classified Network

Administration to include local administration of the Navy Regional Enterprise Messaging System (NREMS). Additional duties will include assisting with Intrusion Detection Systems and Firewall Administration.

Responsibilities will include:

- Scanning the entire Network(Unclassified and Classified)by Government direction twice a month for vulnerabilities and remediating discovered vulnerabilities.
- Scanning systems and devices on demand and providing results to system owners for remediation
- Administration of the network's HBSS system to include ePolicy Orchestrator, McAfee Agent, ePolicy Auditor, Rogue System Detection, Asset Baseline Monitor, Host Intrusion Prevention, and the Super Agent in accordance with the System Technical Implementation Guide (STIG).
- The continued Certification and Accreditation (C&A) of Keyport Networks and Systems.

Keyport currently maintains between 52 and 60 separate accreditations.

- The dedicated administration of Keyport's classified Network. The classified network includes approximately 8 servers and 40-50 clients. Administration will include duties outlined in paragraph 2.3.1.
- Shall assist as needed in the administration and maintenance of Keyport's IDS and Firewall systems to include the creation of IDS signatures and IDS event analysis along with the general configuration control and administrative maintenance of Keyport Firewall Systems.

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

2.4 Corporate Process Automation Support

Follow Navy initiatives, Federal regulations, and Corporate Application Team (CAT) processes and guidelines developed in accordance with industry standard Capability Maturity Model Integrated (CMMI) III process 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 Help Desk.
- Support SharePoint Services and sites on the SWC including creating new sites, and providing access to the sites.

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- Create monthly metrics to support applications on SWC Help Desk 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

Support, develop, and maintain Keyport applications. The Information Services Division currently supports approximately 20 applications. New development must meet Government 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.
- Provide system design documents that are in accordance with approved government defined processes and guidelines.
- Conversion projects shall provide parallel processing and/or system validation of the old and new systems prior to implementation.

2.4.3 ERP Data Conversion Support

Provide support for extracting data from legacy systems for uploading into Navy Enterprise Resource Planning (ERP) system. This shall include, but not be limited to:

- Writing SQL scripts to extract data for data cleansing efforts by the functional area leads
- Writing SQL scripts to reformat, combine, or separate data fields so they match the formatting within the Navy ERP system
- Working with the Functional Area leads to ensure all needed data is available for upload into the Navy ERP system.

2.4.4 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).

2.4.5 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

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overhead projection. The level of training support shall be determined during individual project development.

2.4.6 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 government.

2.4.7 Quality Control

Provide thorough Quality Assurance (QA) testing of all new and modified 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 QA testing and provide written documentation of results

2.4.8 Computer System Analyst Support

Provide support for specified Corporate Application Team Projects, which includes, but is not limited to:

- Research routine user problems and report to the Government 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.
- Provide status of ordered materials to the requestor weekly.

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- 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 Property Officer (DPO) or Station Property Officer (SDPO) (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 the Corporate Asset System (CAS) is updated with the Property Pass information.
- Maintain the IT Equipment Reutilization Web Page ensuring equipment offered to program participants is in working condition and complete the security data removal process for hard drives in accordance with DoD and Navy Policy, prior to release or disposal.
- 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.
- Track Information Services Division IT maintenance contracts and expiration dates and notify the government of expiring IT contracts and provide the vendor renewal quote.

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

Production Support – Post all status reports on the Code 19 SharePoint Site

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

2.6 Removed via Modification 05 (reserved)

2.6.1 Corporate Video Teleconference Support

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- Perform daily operations of the corporate Video Teleconferencing (VTC) system including scheduling, testing, and assisting customers with technical details. VTC operations are during the core hours of 0600 – 1730 (M-F) with occasional support that may fall outside these hours. VTC sessions can be unclassified or a classified nature. VTC operators must be Electronic Key Management System (EKMS) qualified and handle all classified material in accordance with current instructions.
- Acknowledge all VTC requests within 60 minute response time.
- Record and schedule all VTC sessions and supporting information into the SharePoint calendar.
- Perform pre-testing of VTC sessions, to ensure equipment compatibility with remote sites.
- Prepare VTC rooms for use ensuring the space is organized and presentable for customers.
- Log all VTC errors and failed sessions. Escalate technical or other issues to the government lead and assist with troubleshooting as required.
- Start all Keyport VTC sessions 30 minutes prior to official start. Does not include pretest.
- Submit monthly metrics on:
 - Successful vs. unsuccessful VTC sessions – Successful VTC are those local sessions that start on time with zero technical errors.
 - VTC duration – defined as VTC start time to completion time.
 - Attendance number – defined as the number of local participants attending the VTC session.

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.

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 & Distribution Application (SLDCADA), and local Management Information Systems (MIS)
- Response to daily Help Desk Tickets regarding programs or job streams and reports that fail to execute properly based on the level of urgency. (Help Desk 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.

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2.7.1 Provide all software/scripting packages for operating new or enhanced programs or reports. Maintain and update documentation including the interfaces for existing Comptroller automated processes currently in Access, Visual Basic, or SQL Server.

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

2.7.2 Provide ongoing support for the conversion of all current financial systems into ERP. The support shall include but not be limited to;

- Developing reports and data screens to assist in cleansing data prior to loading into ERP
- Participate in data conversion ERP meetings, phone calls, and training.
- Provide data from existing legacy systems upon request to support ERP Mock Data loads
- Review ERP documentation upon request (Functional design specifications, data mapping, data conversion plans, etc.)
- Participate in ERP Video Teleconference (VTC) training
- Participate in mock data loads verifying/testing data accuracy and data loads
- Participate in the planning events for retention of historical financial data and the maintenance of historical financial systems
- Maintain historical data and financial systems as required.
- Document historical financial systems and processes.

2.7.3 Provide support for the Comptroller SharePoint site. The support shall include, but not be limited to:

- Upgrade and maintenance of the Comptroller SharePoint site.
- Assist in any upgrades to the SharePoint site
- Build/develop/design new features of SharePoint and propose implementation of those features beneficial to the Comptroller Department users.

~~2.8 Project Support~~ Removed per Modification 02

3.0 PERFORMANCE REQUIREMENTS SUMMARY (Attachment A within Attachment 2)

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.

Modified per Modification 03:

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Government Furnished carts are available to transport computer equipment locally (on-site Keyport) in support of Subtask 2.1 - 2.2.

The Government shall allow authorized contractors, in support of this Task Order, the use of a Government vehicle in the performance of support for Help Desk and Network service related functions. The Government vehicle shall only be used for transportation from Keyport to other Government facilities in the Puget Sound Region.

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 PCs
- 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 Task Order Manager (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) with an Information Technology and Information Assurance skill set 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 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 licenses and shall ensure that the employees remain fully qualified to perform the work assigned. Appendices 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 PM and the Contractor will have three (3) working days to provide the TOM with their solution. The

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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.

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 TOM. 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 TOM.

5.3.4 During periods of government closure due to National Holidays, acts of nature, enemy threat/attack, and Christmas Shutdown, no direct charges or fees will be allowed for Contractor personnel unless work is performed. See Section H, Early Dismissal and Closure of Government Facilities for additional information.

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 1,000 hours of overtime are anticipated annually. Overtime shall be requested by the Team Lead via email to the Contractor's PM with the TOM on copy. The PM 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: 150 hours
- 2.2 Corporate Customer Support: 150 hours

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- 2.3.1 Corporate Server Support: 200 hours
- 2.3.2 IA Support 200 hours
- 2.4 Corporate Process Automation Support: 100 hours
- 2.5 Corporate Operational Support: As required
- 2.6 Corporate Audio/Video Support: None
- 2.7 Comptroller Process Automation 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 or TOM 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. The contractor shall ensure passports are available for travel into Canada.

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 Work to be performed under this contract must be accomplished in accordance with safety and health standards and directives pursuant to the Occupational Safety and Health Act of 1970, Public Law 91-596. Numerous safety and health standards exist that apply to operations at

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NUWC Keyport. These include but are not limited to: 29 CFR 1910 General Industry Standards, 29 CFR 1915 Maritime Standards, 29 CFR 1926 Construction Standards, WAC-296-24-14529 General Safety and Health Standards (Washington State), EM385-1-1 Safety and Health Requirements Manual (U.S. Army Corps of Engineers), Unified Facilities Guide Specifications UFGS-01 35 26 (April 2008), and the Station Occupational Safety and Health Manual (including references cited therein), and the safety documents in Appendix B. General information for contractors, including a short list of references, in the 'Occupational Safety and Health Booklet for Contractors and Visitors'; available from the Safety Department.

5.6.2 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.

5.8.1 The contractor shall comply with all environmental regulatory agency permit conditions and consultation requirements. The contractor shall be liable for all of their Notice of Violations (NOV), fines, penalties, and corrective actions imposed by federal, state or local environmental regulatory agencies due to the contractor's inability to comply with environmental requirements. The contractor shall provide verbal notification to the TOM and the Government Technical Representative (GTR) within 24 hours of receiving a NOV or equivalent followed by written notification within three (3) workdays of receiving a NOV.

5.8.2 Hazardous Waste and Material Control/Handling. The contractor shall comply with all Navy instructions applicable, e.g., but not limited to KPT 5090-09H Hazardous Waste Management Program and NUWCDIVPT 5090H, Environmental Program Policy and Manual, NUWCDHINST 4110.1C, Code 90 Hazardous Material Control Program, NUWCKPTINST 4110.2A, Hazardous Material Control and Management NUWCDHINST 5090.1D, Code 90 Environmental Protection and Compliance Program, NUWCKPT Directive 5090, Environmental Program Policy and Manual, and OPNAVINST 5090.1C Environmental and Natural Resources Program Manual.

5.9 Security. The Equipment, Space and Document is classified and subject to the applicable provisions of DOD 5220.22-M, National Industrial Security Program Operating Manual; SECNAV M-5510.36, DoN Information Security Program Manual: SECNAV M-5510.30, DoN Personnel

Security Program Manual; NUWCDIVKPT 5510, Information and Personnel Security Programs; NUWCDIVKPT 5530, NUWCDIVKPT Physical Security and Force Protection Program; and NUWCDIVKPT 5239, NUWCDIVKPT Information Assurance Program. 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.

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Security Clearances. Contractor personnel supporting Tasks 2.1 through 2.9 require a minimum security clearance 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 Personally Identifiable Information (PII). The contractor shall handle all government PII information in accordance with current Department of the Navy and Keyport local policies. 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.

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 for any currently contracted employee and must be met within 6 months of any newly reporting personnel being assigned. SECNAVMAN 5239.2 IA Workforce Management Manual provides additional amplifying policy and requirements.

5.9.4 The contractor shall obtain procedures and building access information from NUWC Division Keyport Security Division Code 174. 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.

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5.9.7 Contractor personnel are required to return all Government badges, keys, and vehicle stickers issued by NUWCDIVKPT to the Security Manager, Code 174, 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.

5.10.1 Access to all Information Technology (IT) System Files: All data generated in the performance of this PWS 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 purposes.

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

5.11 The contractor 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 strictly prohibited.

Connection of privately owned handheld computing devices to government PCs is strictly prohibited.

Contractors shall not modify government furnished PCs.

Use of privately owned software on government PCs is strictly prohibited.

6.0 REPORTING REQUIREMENTS - To be submitted to the TOM

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.

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) workings days of such event.

6.3 Seventy-five Percent 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.

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6.3.1 Labor Expense Report. The contractor shall provide a bi-weekly report of expensed labor and associated costs along with a funding depletion report to the TOM.

6.4 Management Plan. The contractor shall establish and maintain a management program during contract performance incorporating details of all major paragraphs of the PWS. The management plan must reflect an understanding of all tasks and performance objectives specified in the PWS and describe an approach to satisfying these requirements. At a minimum the plan shall identify all contractor resources: e.g., equipment, material, supplies and staffing plan and how these resources will enable the contractor to meet performance objectives. The contractor is encouraged to recommend process improvements within specification and procedural boundaries to achieve efficiencies and cost savings.

6.5 Transition Plan. The contractor shall provide a transition plan that details efforts required to ensure a smooth transition from the current contract N0017806D4684/FY01 Applied Technical Systems.

6.6 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.

6.7 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.

6.8 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.

7.2.1 The contractor's failure to acquire and maintain clearance and certification requirements of your employees may result in removal or transfer from this Task Order. The Contractor is responsible for tracking of current status and compliance.

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 2010 through as soon as practicable. 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.

9.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Undersea Warfare Center Division Keyport via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address
<https://doncmra.nmci.navy.mil>.

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

1.0 QUALITY ASSURANCE

The Government will monitor the contractor's performance and 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. The contractor, not the government, is responsible for management and quality control actions to meet the terms of the contract. 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.

2.0 QUALITY ASSURANCE PLAN

The contractor shall submit to the TOM within 30 days of task order award a Quality Assurance Plan that ensure the products or services conform to the specified contract technical requirements as defined in the Statement of Work; 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 Performance Requirements Summary (Attachment A within Attachment 2). At a minimum it shall include:

- A description of the methods 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 inspection results, making them available to the government throughout the performance of the Statement of Work.

The Quality Assurance Surveillance Plan is provided as Attachment 2.

SECTION F DELIVERABLES OR PERFORMANCE

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

| | |
|--------|----------------------|
| 4000AA | 7/1/2010 - 6/30/2011 |
| 4000BA | 7/1/2010 - 6/30/2011 |
| 4000CA | 7/1/2010 - 6/30/2011 |
| 4000DA | 7/1/2010 - 6/30/2011 |
| 4001 | 7/1/2010 - 6/30/2011 |
| 4100AA | 7/1/2011 - 6/30/2012 |
| 4100BA | 7/1/2011 - 6/30/2012 |
| 4100CA | 7/1/2011 - 6/30/2012 |
| 4100DA | 7/1/2011 - 6/30/2012 |
| 4101 | 7/1/2011 - 6/30/2012 |
| 4104 | 1/9/2012 - 6/30/2012 |
| 4200AA | 7/1/2012 - 6/30/2013 |
| 4200BA | 7/1/2012 - 6/30/2013 |

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| 4200CA | 7/1/2012 - 6/30/2013 |
| 4200DA | 7/1/2012 - 6/30/2013 |
| 4201 | 7/1/2012 - 6/30/2013 |
| 4204 | 7/1/2012 - 6/30/2013 |
| 4300AA | 7/1/2013 - 6/30/2014 |
| 4300BA | 7/1/2013 - 4/4/2014 |
| 4300CA | 7/1/2013 - 4/4/2014 |
| 4301 | 7/1/2013 - 6/30/2014 |
| 4303 | 7/1/2013 - 6/30/2014 |
| 6000AA | 7/1/2010 - 6/30/2011 |
| 6001 | 5/18/2010 - 5/17/2011 |
| 6100AA | 7/1/2011 - 6/30/2012 |
| 6101 | 7/1/2011 - 6/30/2012 |
| 6200AA | 7/1/2012 - 6/30/2013 |
| 6201 | 7/1/2012 - 6/30/2013 |
| 6300AA | 7/1/2013 - 4/4/2014 |
| 6301 | 7/1/2013 - 6/30/2014 |
| 7000AA | 7/1/2014 - 6/30/2015 |
| 7000BA | 7/1/2014 - 6/30/2015 |
| 7000CA | 7/1/2014 - 6/30/2015 |
| 9000AA | 6/1/2014 - 6/30/2015 |

Section F updated Modification 01:

CLIN - DELIVERIES OR PERFORMANCE

The base period of performance for the following CLINs are:

| | |
|------|------------------------|
| 4001 | 7/01/2010 - 06/30/2011 |
| 6001 | 7/01/2010 - 06/30/2011 |

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

| | | | |
|--------------|----------------------|--------------|----------------------|
| 4002 (labor) | 7/1/2010 - 6/30/2011 | | |
| 4003 (labor) | 7/1/2010 - 6/30/2011 | | |
| 4004 (labor) | 7/1/2010 - 6/30/2011 | 4101 (labor) | 7/1/2011 - 6/30/2012 |
| 4102 (labor) | 7/1/2011 - 6/30/2012 | | |
| 4103 (labor) | 7/1/2011 - 6/30/2012 | | |
| 4104 (labor) | 7/1/2011 - 6/30/2012 | 4201 (labor) | 7/1/2012 - 6/30/2013 |
| 4202 (labor) | 7/1/2012 - 6/30/2013 | | |
| 4203 (labor) | 7/1/2012 - 6/30/2013 | | |
| 4204 (labor) | 7/1/2012 - 6/30/2013 | | |
| 4301 (labor) | 7/1/2013 - 6/30/2014 | | |

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4302 (labor) 7/1/2013 - 6/30/2014
4303 (labor) 7/1/2013 - 6/30/2014
6101 (ODC) 7/1/2011 - 6/30/2012
6201 (ODC) 7/1/2012 - 6/30/2013
6301 (ODC) 7/1/2013 - 6/30/2014
7401 (labor) 7/1/2014 - 6/30/2015
7402 (labor) 7/1/2014 - 6/30/2015
7403 (labor) 7/1/2014 - 6/30/2015
9401 (ODC) 7/1/2014 - 6/30/2015

Services to be performed hereunder will be provided at 610 Dowell Street Keyport WA 98345

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Administration shall be in accordance with the basic contract and the following.

1.0 TASK ORDER MODIFICATION:

The contractor shall not perform work that is considered to be outside of 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 Government personnel other than the Contracting Officer that the contractor considers to be outside of the scope of the requirements of this task order, the contractor shall promptly notify both the Task Order Manager and the Contracting Officer. No work shall begin until the issue has been resolved.

2.0 GOVERNMENT PERSONNEL:

CONTRACTING OFFICER REPRESENTATIVE (COR)

Ms. Vicki Gambrell
610 Dowell Street, Bldg 1003L
Keyport, WA 98345-7610
vicki.gambrell@navy.mil 360-315-7524

CONTRACTING OFFICER

Ms. Monique Klose
610 Dowell Street
Keyport, WA 98345-7610
monique.klose@navy.mil
360-315-2215

CONTRACT SPECIALIST

Ms. Diane Weber
610 Dowell Street
Keyport, WA 98345-7610
diane.weber@navy.mil

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3.0 INVOICING INSTRUCTIONS:

INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

((b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

| | |
|----------------------------------|----------------------------|
| WAWF Invoice Type | Cost Voucher |
| Issuing DoDAAC | See Block 6 of Task Order |
| Pay DoDAAC | See Block 15 of Task Order |
| Inspection | Destination |
| Acceptance | Destination |
| Fast Pay (FAR 52.213-1 required) | No |
| Ship To Code (DoDAAC) | Not Applicable |
| LPO DODAAC (if applicable) | Not Applicable |
| DCAA DODAAC (if applicable) | See Block 7 of Task Order |
| Applicable CLIN/SLIN | See section G |

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

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(e) 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. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

| |
|--|
| Send Additional Email Notification To: |
| Ms. Vicki Gambrell, COR: vicki.gambrell@navy.mil |
| Ms. Jennifer Rooney, Contract Specialist: jennifer.rooney@navy.mil |

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

(End of Text)

SECTION G ACCOUNTING DATA:
MOD 08

SLIN 410102 FROM:

410102 01732597 507686.00
LLA : AB 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD
Incremental Funding
PWS 2.3, 2.4-2.5 TO:

410102 01732597 507686.00
LLA : AB 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD

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Incremental Funding
PWS 2.3, 2.4

SLIN 420101 FROM:

420101 1300280954 1330500.00
LLA : AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800
PWS Subtask 2.1-2.2, 2.3.1-2.3.2, 2.5-6.6.1 Incremental Funding TO:

420101 1300280954 1330500.00
LLA : AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800
PWS Subtask 2.1-2.2, 2.3.1-2.3.2, 2.4.1, 2.5 - 6.6.1 Incremental Funding

SLIN 420102 FROM:

420102 1300280954 531198.00
LLA : AJ 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001268800
PWS Subtask 2.3,2.4-2.4.8 Incremental Funding TO:

420102 1300280954 531198.00
LLA : AJ 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001268800
PWS Subtask 2.3,2.4, 2.4.2 - 2.4.8 Incremental Funding

Accounting Data

| SLINID | PR Number | Amount | |
|---|------------|--------|--------|
| ----- | ----- | ----- | 400101 |
| 01732596 | 1586160.00 | LLA : | |
| AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9 | | | |
| Subtask 2.1 - 2.2 | | | |
| Incremental Funding | | | |
| Mod 02 decrease funding by \$142,293.04 from \$1,586,160.00 to \$1,443,866.96 | | | |
| | | | |
| 40010201732597 | 791084.00 | LLA : | |
| AB 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD | | | |
| Subtask 2.3 - 2.5 | | | |
| Incremental Funding Mod 01 decrease funding by \$57,243.00 from \$791,084.00 to \$733,841.00. | | | |
| Mod 02 decrease funding by \$226,088.90 from \$733,841.00 to \$507,752.09. | | | |
| | | | |
| 40010301732598 | 36000.00 | LLA : | |
| AC 97X4930 NH6B 000 77777 0 000253 2F 000000 190000DB6SWC | | | |
| Subtask 2.4 | | | |
| Incremental Funding Mod 01 decrease funding by \$21,228.52 from \$36,000.00 to \$14,771.48. | | | |
| Mod 02 decrease funding by \$266.33 from \$14,771.48 to \$14,505.15. | | | |

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40010401732598 30000.00 LLA :
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 190000DB6SWC

Subtask 2.4.1

Incremental Funding Mod 01 decrease funding by \$13,896.95 from \$30,000.00 to \$16,103.05.

Mod 02 increase funding by \$67.65 from \$16,103.05 to \$16,170.70.

40010501753031 200000.00 LLA :
AD 97X4930 NH6B 000 77777 0 000253 2F 000000 0200070251AD

Subtask 2.7

Incremental Funding Mod 02 decrease funding by \$17,694.55 from \$200,000.00 to \$182,305.45.

600101 01732596 8400.00 LLA : AA
97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9

ODC

Incremental Funding Mod 02 increase ceiling \$16,746.55 from \$8,400.00 to \$25,143.55.

BASE Funding 2651644.00 Cumulative
Funding 2651644.00 MOD 01

40010201732597 (57243.00) LLA :
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD

Subtask 2.3 - 2.5

Incremental Funding Mod 01 decrease funding by \$57,243.00 from \$791,084.00 to \$733,841.00.

Mod 02 decrease funding by \$226,088.90 from \$733,841.00 to \$507,752.09.

40010301732598 (21228.52) LLA :
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 190000DB6SWC

Subtask 2.4

Incremental Funding Mod 01 decrease funding by \$21,228.52 from \$36,000.00 to \$14,771.48.

Mod 02 decrease funding by \$266.33 from \$14,771.48 to \$14,505.15.

400104 01732598 (13896.95) LLA :
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 190000DB6SWC

Subtask 2.4.1

Incremental Funding Mod 01 decrease funding by \$13,896.95 from \$30,000.00 to \$16,103.05.

Mod 02 increase funding by \$67.65 from \$16,103.05 to \$16,170.70.

40010602913249 64955.28 LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC

Subtask 2.4

Incremental Funding Mod 02 decrease funding by \$16,747.48 from \$64,955.28 to \$48,207.80.

40010702913249 41769.10 LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC

Subtask 2.4.1

Incremental Funding

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MOD 01 Funding 14355.91
Cumulative Funding 2665999.91

MOD 02

400101 01732596 (142293.04) LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9
Subtask 2.1 - 2.2
Incremental Funding
Mod 02 decrease funding by \$142,293.04 from \$1,586,160.00 to \$1,443,866.96

40010201732597 (226088.91) LLA : AB
97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD
Subtask 2.3 - 2.5
Incremental Funding Mod 01 decrease funding by \$57,243.00 from \$791,084.00 to \$733,841.00.
Mod 02 decrease funding by \$226,088.90 from \$733,841.00 to \$507,752.09.

40010301732598 (266.33) LLA :
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 190000DB6SWC
Subtask 2.4
Incremental Funding Mod 01 decrease funding by \$21,228.52 from \$36,000.00 to \$14,771.48.
Mod 02 decrease funding by \$266.33 from \$14,771.48 to \$14,505.15.

40010401732598 67.65 LLA :
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 190000DB6SWC
Subtask 2.4.1
Incremental Funding Mod 01 decrease funding by \$13,896.95 from \$30,000.00 to \$16,103.05.
Mod 02 increase funding by \$67.65 from \$16,103.05 to \$16,170.70.

40010501753031 (17694.55) LLA :
AD 97X4930 NH6B 000 77777 0 000253 2F 000000 0200070251AD
Subtask 2.7
Incremental Funding Mod 02 decrease funding by \$17,694.55 from \$200,000.00 to \$182,305.45.

40010602913249 (16747.48) LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC
Subtask 2.4
Incremental Funding Mod 02 decrease funding by \$16,747.48 from \$64,955.28 to \$48,207.80.

40010702913249 12858.00 LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC
Subtask 2.4.1
Incremental Funding

600101 01732596 16743.55 LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9
ODC
Incremental Funding Mod 02 increase ceiling \$16,746.55 from \$8,400.00 to \$25,143.55.

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MOD 02 Funding -373421.11
Cumulative Funding 2292578.80

MOD 03

410101 01732596 1429802.00 LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9
Incremental Funding PWS 2.1-2.2.3, 2.3.1-
2.3.2, 2.5-2.6.1

41010201732597 507686.00 LLA :
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD
Incremental Funding
PWS 2.3, 2.4-2.5

41010301753031 88516.50 LLA :
AD 97X4930 NH6B 000 77777 0 000253 2F 000000 0200070251AD
Incremental Funding

41010402913249 12500.00 LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC
Incremental Funding

41010502913249 13750.00 LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC
Incremental Funding

610101 01732596 4549.00 LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9
Incremental Funding

MOD 03 Funding 2056803.50
Cumulative Funding 4349382.30

MOD 04

400101 01732596 (2586.92) LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9
Subtask 2.1 - 2.2
Incremental Funding
Mod 02 decrease funding by \$142,293.04 from \$1,586,160.00 to \$1,443,866.96 Mod 04
decrease funding by \$2,586.92 from \$1,443,866.96 to \$1,441,280.04

400102 01732597 5088.66 LLA :
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD
Subtask 2.3 - 2.5
Incremental Funding Mod 01 decrease funding by \$57,243.00 from \$791,084.00 to
\$733,841.00.
Mod 02 decrease funding by \$226,088.90 from \$733,841.00 to \$507,752.09. Mod 04
increase funding by \$5,088.66 from \$507,752.09 to \$512,840.75.

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40010501753031 (12888.70) LLA :
AD 97X4930 NH6B 000 77777 0 000253 2F 000000 0200070251AD
Subtask 2.7
Incremental Funding Mod 02 decrease funding by \$17,694.55 from \$200,000.00 to \$182,305.45.
Mod 04 increase funding by \$12,888.70 from \$182,305.45 to \$169,416.75.

40010602913249 (1594.46) LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC
Subtask 2.4
Incremental Funding Mod 02 decrease funding by \$16,747.48 from \$64,955.28 to \$48,207.80.
Mod 04 decrease funding by \$1,594.46 from \$48,207.80 to \$46,613.34.

40010702913249 154.56 LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC
Subtask 2.4.1
Incremental Funding Mod 02 increase funding by \$12,858.00 from \$41,769.10 to \$54,627.10.
Mod 04 increase funding by \$154.56 from \$54,627.10 to \$54,781.66.

41010402913249 (3782.09) LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC
Incremental Funding
PWS 2.4 Mod 04 Decrease funding by \$3,782.09 from \$12,500.00 to \$8,717.91.

41010502913249 (371.64) LLA : AE
97X4930 NH6B 000 77777 0 000253 2F 000000 19000008PSWC
Incremental Funding
PWS 2.4.1 Mod 04 Decrease funding by \$371.64 from \$13,750.00 to \$13,378.36.

41010601732597 66690.89 LLA : AB
97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS51AD
Incremental Funding
PWS 2.3-2.5, 2.4, 2.4.1

600101 01732596 458.80 LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9
ODC
Incremental Funding Mod 02 increase ceiling \$16,746.55 from \$8,400.00 to \$25,143.55.
Mod 04 increase ceiling \$458.80 from \$25,143.55 to \$25,602.35. 610101 01732596 4000.00
LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS51X9
Incremental Funding Mod 04 increase ceiling \$4,000.00 from \$4,549.00 to \$8,549.00.

MOD 04 Funding 55169.10
Cumulative Funding 4404551.40

MOD 05 Funding 0.00
Cumulative Funding 4404551.40

MOD 06

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410107 97353.82 LLA :
AG 97X4930 NH6B 252 77777 0 050120 2F 000000 A00000983648
Incremental Funding

410401 51653.36 LLA :
AF 97X4930 NH6B 252 77777 0 050120 2F 000000 A00000984169
Incremental Funding

MOD 06 Funding 149007.18
Cumulative Funding 4553558.58

MOD 07

4201011300280954 1330500.00 LLA :
AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800
PWS Subtask 2.1-2.2, 2.3.1-2.3.2, 2.5-6.6.1 Incremental Funding

4201021300280954 531198.00 LLA :
AJ 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001268800
PWS Subtask 2.3,2.4-2.4.8 Incremental Funding

4201031300281201 97722.00 LLA :
AK 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001269954
PWS Subtask 2.7 Incremental Funding

420401 1300280954 88500.00 LLA :
AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800 PWS
Subtask 2.3.1 Incremental Funding

620101 1300280954 11000.00 LLA :
AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800 Incremental
Funding

MOD 07 Funding 2058920.00
Cumulative Funding 6612478.58

MOD 08 Funding 0.00
Cumulative Funding 6612478.58

MOD 09 Funding 0.00 Cumulative
Funding 6612478.58

MOD 10

420104 1300328169 12000.00 LLA :
AL 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001572586
PWS Subtask 2.3.2 MASTT Project -Incremental Funding

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MOD 10 Funding 12000.00
Cumulative Funding 6624478.58

MOD 11

420101 1300280954 20000.00 LLA :
AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800
PWS Subtask 2.1-2.2, 2.3.1-2.3.2, 2.5-6.6.1 Incremental Funding

420104 1300328169 (12000.00) LLA :
AL 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001572586
PWS Subtask 2.3.2 MASTT Project -Incremental Funding

420401 1300280954 3000.00 LLA :
AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800
PWS Subtask 2.3.1 Incremental Funding

MOD 11 Funding 11000.00
Cumulative Funding 6635478.58

MOD 12

4301011300280954 1384263.00 LLA :
AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800

4301021300280954 544478.00 LLA :
AJ 97X4930 NH6B 252 77777 0 050120 2F 000000 A10001268800

4301031300281201 99500.00 LLA :
AK 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001269954

430301 1300280954 91500.00 LLA :
AH 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800

630101 1300280954 10000.00 LLA : AH
97X4930 NH6B 252 77777 0 050120 2F 000000 A00001268800

MOD 12 Funding 2129741.00
Cumulative Funding 8765219.58

MOD 13

430104 1300328169 12000.00 LLA :
AM 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001572586

MOD 13 Funding 12000.00
Cumulative Funding 8777219.58

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MOD 14

4301041300328169 (12000.00) LLA :
AM 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001572586

4301051300365345 12000.00 LLA :
AQ 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001821702

MOD 14 Funding 0.00
Cumulative Funding 8777219.58

MOD 15

430105 1300365345 (11488.67) LLA :
AQ 97X4930 NH6B 252 77777 0 050120 2F 000000 A00001821702

MOD 15 Funding -11488.67
Cumulative Funding 8765730.91

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H7 updated with modification 01

H1 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 SBAs 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 smallbusiness 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 businessconcerns. 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 theperformance 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 servicedisabled 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

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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.

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this Task Order, 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.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. 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.

Note: The number of days specified for notification may be varied.

KEY PERSONNEL

The following billets shall be considered key personnel. The contractor shall notify the Government of any changes regarding authority, responsibility, or key personnel changes made by the contractor during the period of performance in accordance with paragraph 5252.237-9106 and H-7, Substitution of Team Members and Substitution of Personnel, of the basic contract:

| Key Personnel Position | Name |
|----------------------------------|------|
| Program Manager | |
| Information Assurance Specialist | |
| Task Leads | |
| | |

H2 EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy.

Contractors shall follow their disclosed charging practices during the task order period of performance and shall not follow any verbal directions to the contrary. A determination of cost allowability for time lost due to facility closure will be made in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

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H3 CONTRACTOR PICTURE BADGE

- (a) A contractor picture badge may be issued to contractor personnel by the Naval Base Kitsap - Keyport Pass & ID 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 Naval Base Kitsap - Keyport Pass & ID 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 Naval Base Kitsap - Keyport Pass & ID Office a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

H4 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.

H5 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JAN 2008)

This 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 order.

H6 TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

- (a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its 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 contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

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There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a “no additional cost to the government” basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

H7 SERVICE CONTRACT ACT WAGE DETERMINATION (AUG 2008)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below

At time of Option Year Four:

Wage Determination #2005-2559

Revision: TBD (to be determined)

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason

At time of Option Year Three:

Wage Determination #2005-2559

Revision: TBD (to be determined)

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason
Attachment

At time of Option Year Two:

Wage Determination #2005-2559

Revision: Fifteen (15)

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason
Attachment

At time of Option Year One:

Wage Determination #2005-2559

Revision: Fourteen (14)

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason
Attachment twelve (12)

At time of Award:

Wage Determination #2005-2559

Revision: Twelve (12)

Area: Washington Counties of Clallam, Grays Harbor, Jefferson, Kitsap, Mason
Attachment five (5)

H8 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JAN 2010)

a. In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated.

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b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail acquisition.nswccd.fct@navy.mil to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to acquisition.nswccd.fct@navy.mil and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to acquisition.nswccd.fct@navy.mil and the COR/TOM when any Contractor personnel changes occur.

H9 CONTRACTOR IDENTIFICATION (DEC 1999)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges. (b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

H10 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)

(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 DIVISION KEYPORT (NUWC DK) may release to individuals employed by NUWC DK subcontractors 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:

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- (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 require the furnishing of confidential business information.

H11 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.

H.12 COST EFFICIENCIES

In accordance with the H.10 Savings Clause of the basic contract, the contractor shall identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in cost to the Government.

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Contractor shall provide, as specified in Attachment 11 (CDRLs), a cost efficiency and price reduction plan which describes concrete efforts that may achieve additional cost/price efficiencies and reductions, and a performance schedule to achieve all cost/price efficiencies. The Cost Efficiency Report shall be provided annually at least two months prior to the completion of the current period of performance.

H-C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(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 contractor 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 subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d)(1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work order 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 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 cognizant 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 Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the

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Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract 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 Contracting Officer, the Government may terminate this contract 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 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 delivery 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 this contract.
- (n) Compliance with this requirement is a material requirement of this contract.

CONTROLLED UNCLASSIFIED INFORMATION (INCLUDES FOR OFFICIAL USE ONLY INFORMATION)

Ref: DoD Regulation 5200.1-R, DoD Information Security Program//SECNAV M-5510.36, DON Information Security Program Manual

Contractor may be required to handle Controlled Unclassified Information (CUI). There are numerous types of CUI, e.g. documents with limited distribution statements, documents marked as For Official Use Only (FOUO), etc. The minimum level of protection for all CUI is adherence to FOUO protection standards. Distribution Statements (DS) and warning labels, such as the Arms Export Control Act Warning, identify additional protection requirements for a given document.

Minimum FOUO protection requirements/controls applicable to the performance of this contract for CUI are listed below. Additional protection requirements, as marked on a given CUI document, are in addition to the standards listed.

1. Handling/Storage: Access to FOUO is limited to those needing it to conduct official business for the Department of Defense (DoD). FOUO information is not classified information, but requires extra precautions to ensure it is not released to the public. During business hours, reasonable steps shall be taken to minimize risk of access by unauthorized personnel. After business hours, FOUO information

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shall be stored in unlocked containers, desks, or cabinets if Government or Governmentcontracted building security is provided. If it is not, store in locked desks, file cabinets, bookcases, locked rooms, or similar items.

2. Transporting/Transmitting/Release/Destruction: FOUO information shall be transported in a manner that prevents disclosure of the contents. FOUO information may be sent via USPS first-class mail, parcel post, or – for bulk shipments – 4th class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. Transmission via unsecure fax is acceptable if an authorized person is standing by on the receiving end to take custody. All emails containing FOUO or attachments with FOUO must be digitally signed if being transmitted within Navy networks, and digitally signed and encrypted if being transmitted outside a Navy network to an approved contractor email address. Transmission of FOUO (i.e. any CUI) to personal email accounts (e.g. AOL, Yahoo, Hotmail, Comcast, etc.) is strictly prohibited. FOUO sent out of the contractor's facility electronically must be encrypted (DoD FIPS 140-2 standard). FOUO material shall not be released outside the contractor's facility except to representatives of DoD. When no longer needed, destroy FOUO by a method that precludes its disclosure to unauthorized individuals.

3. Markings: Unclassified documents (paper or electronic) generated in support of this contract which contain FOUO are to be marked "For Official Use Only" at the bottom on the outside of the front cover (if any), on each page containing FOUO information, and on the outside of the back cover (if any). Each paragraph containing FOUO information shall be marked as such. Within a classified document, an individual page with both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. Within a classified document, an individual page that contains FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page, as well as each paragraph that contains FOUO information. Other records, such as photographs, films, tapes, or slides, shall be marked "For Official Use Only" or "FOUO" in a manner that ensures that a recipient or viewer is aware of the status of the information therein. DS on technical documents identify access restrictions. DS "B" through "X" preclude public release and while not marked as FOUO, are subject to all FOUO protection requirements, including the prohibition on unencrypted transmission over the public Internet.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract 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 contract 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:

| <u>ITEM(S)</u> | <u>ALLOTED TO</u> | <u>ALLOTED TO FEE</u> | <u>ESTIMATED PERIOD OF</u> |
|----------------|-------------------|-----------------------|----------------------------|
| | <u>COST</u> | | <u>PERFORMANCE</u> |
| | \$ | \$ | |

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| ITEM | TO COST | ALLOTTED TO FIXED FEE | ALLOTTED TO AWARD FEE | ALLOTTED CPFF | M/HS | EST. POP |
|------|--------------|-----------------------------|-----------------------------|------------------|------|-------------------------------|
| 4001 | 2,109,982.31 | 145,626.08 | 0.00 | 2,255,608.39 | 0.00 | 07/01/2010 - |
| 4101 | 2,069,375.05 | 142,770.43 | 0.00 | 2,212,145.48 | 0.00 | 06/30/2011 07/01/2011 - |
| 4104 | 48,274.17 | 3,379.19 | 0.00 | 51,653.36 | 0.00 | 06/30/2012 01/09/2012 - |
| 4201 | 1,846,351.75 | 133,068.25 | 0.00 | 1,979,420.00 | 0.00 | 06/30/2012 07/01/2012 - |
| 4204 | 85,514.02 | 5,985.98 | 0.00 | 91,500.00 | 0.00 | 06/30/2013 07/01/2013 - |
| 4301 | 1,892,064.91 | 136,687.42 | 0.00 | 2,028,752.33 | 0.00 | 06/30/2013 07/01/2013 - |
| 4303 | 85,514.02 | 5,985.98 | 0.00 | 91,500.00 | 0.00 | 06/30/2014 05/18/2010 - |
| 6001 | 0.00 | 0.00 | 0.00 | 25,602.35 | 0.00 | 05/17/2011 07/01/2011 - |
| 6101 | 0.00 | 0.00 | 0.00 | 8,549.00 | 0.00 | 06/30/2012 07/01/2012 - |
| 6201 | 0.00 | 0.00 | 0.00 | 11,000.00 | 0.00 | 06/30/2013 07/01/2013 - |
| 6301 | 0.00 | 0.00 | 0.00 | 10,000.00 | 0.00 | 06/30/2014 - |

| | | | | |
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(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 contract 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) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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

SECTION I CONTRACT CLAUSES

Clause 52.217-7 updated with Modification 01.

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

- (a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five years.

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989) (NAVSEA VARIATION I) (SEP 1990)

The Government may require the delivery of the numbered line item(s)/subline items(s), identified in the Schedule as an option item(s), in the quantity and at the prices(s) stated in the Schedule. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

| <u>ITEM</u> | <u>LATEST OPTION EXERCISE DATE</u> |
|-------------|--|
| 4002 | Anytime within timeframe of base period of performance |
| 4003 | Anytime within timeframe of base period of performance |
| 4004 | Anytime within timeframe of base period of performance |
| 4102 | Anytime within timeframe of Option 1 period of performance |
| 4103 | Anytime within timeframe of Option 1 period of performance |
| 4104 | Anytime within timeframe of Option 1 period of performance |
| 4202 | Anytime within timeframe of Option 2 period of performance |
| 4203 | Anytime within timeframe of Option 2 period of performance |
| 4204 | Anytime within timeframe of Option 2 period of performance |
| 4302 | Anytime within timeframe of Option 3 period of performance |
| 4303 | Anytime within timeframe of Option 3 period of performance |

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7402 Anytime within timeframe of Option 4 period of performance

7403 Anytime within timeframe of Option 4 period of performance

(End of Clause)

252.239-7001 Information Assurance Contractor Training and Certification

INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

52.222-41 Service Contract Act of 1965 (Nov 2007)

52.224-1 Privacy Act Notification (Apr 1984)

52.224-2 Privacy Act (Apr 1984)

52.216-8 -- 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)

SECTION J LIST OF ATTACHMENTS

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Attachment 1 - References

Attachment 2 - Quality Assurance Surveillance Plan (Attch A Performance Requirements Summary)

Attachment 3 - Appendices A through E

Attachment 4 - Acroynms

Attachment 5 - Wage Determination 2005-2559 lastest revision

Attachment 6 - Contractor's Guide to Environmental Compliance

Attachment 7 - Safety Requirement for Contractors and Sub-contractors

Attachment 8 - Reserved

Attachment 9 - FINAL DD 254

Attachment 10 - Reserved

Attachment 11 - Contract Data Requirements List (CDRL)

Attachment 12 - Reserved

Attachment 13 - Reserved