

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 14		3. EFFECTIVE DATE 15-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. N00253-09-MR-31401	
6. ISSUED BY NUWC, KEYPORT DIVISION 610 Dowell Street Keyport WA 98345-7610 michael.yourkoski@navy.mil 360-315-8470		CODE N00253	5. PROJECT NO. (If applicable) N/A	
		7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241	CODE S0514A	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS Technology, Inc 2243 San Diego Ave San Diego CA 92110		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-FY02
		10B. DATED (SEE ITEM 13) 12-Dec-2006
CAGE CODE 1BGW9	FACILITY CODE 159792662	

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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) Jerry Loubek, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monique A Klose, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jerry Loubek (Signature of person authorized to sign)	15C. DATE SIGNED 16-Jan-2009	16B. UNITED STATES OF AMERICA BY /s/Monique A Klose (Signature of Contracting Officer)	16C. DATE SIGNED 16-Jan-2009

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30 (Rev. 10-83)**

Prescribed by GSA

FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to exercise Option Year 2 and provide incremental funding.

Accordingly, said Task Order is modified as follows:

A new wage determination has been added as Attachment 5.

Option Year 2 is exercised. Both Option 1 and 2 for Option Year 2 have been exercised. The exercise of Option 1 and 2 resulted in in ceiling being moved from CLINs 1201 and 1202 to CLIN 1200.

SLIN	Funding Amount
120001	
120002	
120003	
120004	
120005	
120006	
120007	
120008	
120009	
120010	
120011	
120012	

The period of performance is extended through January 17, 2010.

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

The total amount of funds obligated to the task is hereby increased by from to

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 1 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1000	Transition / Phase In Period - Labor. (TBD)	1.0 Lot		
100001	Modification 01 - Incremental Funding. (TBD)			
100002	Modification 01 - Incremental Funding. (TBD)			
100003	Modification 01 - Incremental Funding. (TBD)			
100004	Modification 01 - Incremental Funding. (TBD)			
100005	Modification 01 - Incremental Funding. (TBD)			
100006	Modification 01 - Incremental Funding. (TBD)			
100007	Modification 01 - Incremental Funding. (TBD)			
1001	Base Period - Labor. (TBD)	1.0 Lot		
100101	Base Year Labor, Code 40. Modification 08 - Deobligate Funding from			
100102	Base Year Labor, Code 70. Modification 08 - Deobligate Funding from			
100103	Modification 01 - Provide incremental Funding, Code			

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 2 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

16.  
Modification 08 -  
Deobligate  
Funding from

100104 Modification 01 -  
Provide  
incremental  
Funding, Code  
17.  
Modification 08 -  
Deobligate  
Funding from

100105 Modification 01 -  
Provide  
incremental  
Funding, Code  
17.  
Modification 08 -  
Deobligate  
Funding from

100106 Modification 01 -  
Provide  
incremental  
Funding, Code  
18.  
Modification 08 -  
Deobligate  
Funding from

100107 Modification 01 -  
Provide  
incremental  
Funding, Code 19,  
(IS).  
Modification 08 -  
Deobligate  
Funding from

100108 Modification 01 -  
Provide  
incremental  
Funding, Code  
20-23. Fully Fund  
for FY07.  
Modification 08 -  
Deobligate  
Funding from

100109 Modification 01 -  
Provide

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 3 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

incremental  
Funding, Code 30.  
(TBD)

100110 Modification 04 -  
Provide  
incremental  
Funding, Code  
16.  
Modification 08 -  
Deobligate  
Funding from

100111 Modification 04 -  
Provide  
incremental  
Funding, Code  
17.  
Modification 08 -  
Deobligate  
Funding from

100112 Modification 04 -  
Provide  
incremental  
Funding, Code  
AS.  
Modification 08 -  
Deobligate  
Funding from

100113 Modification 04 -  
Provide  
incremental  
Funding, Code  
IS.  
Modification 08 -  
Deobligate  
Funding from

100115 Modification 04 -  
Provide  
incremental  
Funding, Code  
40.  
Modification 08 -  
Deobligate  
Funding from

100116 Modification 04 -  
Provide  
incremental  
Funding, Code  
70.  
Modification 08 -

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 4 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

Deobligate  
Funding from

100117 Modification 04 -  
Provide  
incremental  
Funding, Code 17.  
Fully funded for  
FY07  
Modification 08 -  
Deobligate  
Funding from

100118 Modification 04 -  
Provide  
incremental  
Funding, Code  
17.  
Modification 08 -  
Deobligate  
Funding from

1002 Base Period, 1.0 Lot  
Option Item One  
(up to two  
additional work  
years) - Labor .  
(TBD)  
Option

1003 Base Period, 1.0 Lot  
Option Item Two  
(up to four  
additional work  
years) - Labor.  
Modification 01 -  
exercise option  
item two (2).  
Modification 04 -  
Additional  
Support for NMCI  
  
(TBD)

100301 Modification 01 -  
Exercise Option  
and provide  
incremental  
funding.  
Modification 08 -  
Deobligate  
Funding from

100302 Provide  
incremental  
funding for Code  
NS Support

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 5 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

(Modification  
04).  
Modification 08 -  
Deobligate  
Funding from

- 1100 Option Period One 1.0 Lot  
- Labor.  
Modification 05 -  
Exercise Option  
Period One.  
Modification 07 -  
Increase CLIN  
ceiling for Codes  
02, 30 and 40.  
Mod 10 - Increase  
the CLIN ceiling  
by  
general  
administrative  
subtasks in  
support of code  
30. (TBD)
- 110001 Modification 05 -  
Incremental  
funding - Code  
16. Mod 10 -  
Incremental  
funding of
- 110002 Modification 05 -  
Option Exercise -  
Incremental  
Funding Code 17.  
Mod 10 -  
Incremental  
funding of
- 110003 Modification 05 -  
Option Exercise -  
Incremental  
Funding Code 18.  
Mod 10 -  
Incremental  
funding of
- 110004 Modification 05 -  
Option Exercise -  
Incremental  
Funding Code 19  
(IS). Mod 10 -  
Incremental  
funding of
- 110005 Modification 05 -  
Option Exercise -  
Incremental  
Funding Code 20.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 6 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

Modification 08 -  
Deobligate  
Funding from

Modification 11 -  
Incremental  
Funding of

(TBD)

110006 Modification 05 -  
Option Exercise -  
Incremental  
Funding Code 30.  
Modification 07 -  
Increase funding  
from

Modification 08 -  
Deobligate  
Funding from

Mod  
10 - Incremental  
funding for new  
Code 30  
requirement in  
the amount of

Modification 11 -  
Incremental  
Funding of

(TBD)

110007 Modification 05 -  
Option Exercise -  
Incremental  
Funding Code 40.  
Modification 07 -  
Increase funding  
from

110008 Modification 05 -  
Option Exercise -  
Incremental  
Funding Code 70.  
Incremental  
funding (Mod 12)  
of for a  
new total of

110009 Modification 07 -  
Incremental  
Funding (Code 02)  
(TBD)

110010 Modification 11 -  
Incremental  
Funding (Code  
16). Incremental  
funding (Mod 12)



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 7 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

of for a  
new total of

110011 Modification 11 -  
Incremental  
Funding (Code  
17). (TBD)

110012 Modification 11 -  
Incremental  
Funding (AS).  
(TBD)

110013 Modification 11 -  
Incremental  
Funding (IS). The  
LOA was changed  
(Mod 13) due to  
an error in Mod  
11. (TBD)

110014 Incremental  
funding (Mod 12)  
of to  
support NAVSEA  
Performance and  
Compliance  
Inspection (3  
November 08 - 16  
January 09).  
(TBD)

1101 Option Period 1.0 Lot  
One, Option Item  
One (up to two  
additional work  
years) - Labor.  
Modification 05 -  
Exercise Option  
Item - Provide  
incremental  
funding Code 19  
(NS). (TBD)

110101 Modification 05 -  
Option Exercise -  
Incremental  
Funding Code 19  
(NS). Mod 10 -  
Incremental  
funding of

110102 Mod - Incremental  
funding of

1102 Option Period 1.0 Lot  
One, Option Item  
Two (up to four  
additional  
workyears) -  
Labor.  
Modification 06:

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 8 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

Additional  
Support - Code  
10. (TBD)

110201 Mod 06 - Provide  
incremental  
funding (Code  
10). (TBD)

110202 Modification 11 -  
Provide  
incremental  
funding (NS). The  
LOA was changed  
(Mod 13) due to  
an error in Mod  
11. (TBD)

110203 Modification 11 -  
Provide  
incremental  
funding (10).  
(TBD)

1200 Option Period Two 1.0 Lot  
- Labor.  
Modification 07 -  
Increase CLIN  
ceiling for Codes  
02, 30 and 40.  
Mod 10 - Increase  
the CLIN ceiling  
by for  
general  
administrative  
subtasks in  
support of code  
30. Option 2  
exercised (Mod  
14) and optional  
item CLINs 1201  
and 1202  
exercised moving  
ceiling  
to CLIN 1200.  
(TBD)

120001 Incremental  
funding (Mod 14)  
for Code 16.  
Contractor shall  
invoice noting  
SLIN 120001.  
(TBD)

120002 Incremental  
funding (Mod 14)  
for Code 17.  
Contractor shall  
invoice noting  
SLIN 120002.  
(TBD)

120003 Incremental  
funding (Mod 14)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 9 of 65	FINAL
----------------------------------	----------------------------	-----------------	-------

for Code 18.  
Contractor shall  
invoice noting  
SLIN 120003.  
(TBD)

120004 Incremental  
funding (Mod 14)  
for Code 19 (IS).  
Contractor shall  
invoice noting  
SLIN 120004.  
(TBD)

120005 Incremental  
funding (Mod 14)  
for Code 19 (NS).  
Contractor shall  
invoice noting  
SLIN 120005.  
(TBD)

120006 Incremental  
funding (Mod 14)  
for Code 10.  
Contractor shall  
invoice noting  
SLIN 120006.  
(TBD)

120007 Incremental  
funding (Mod 14)  
for Code 00.  
Contractor shall  
invoice noting  
SLIN 120007.  
(TBD)

120008 Incremental  
funding (Mod 14)  
for Code 20.  
Contractor shall  
invoice noting  
SLIN 120008.  
(TBD)

120009 Incremental  
funding (Mod 14)  
for Code 30.  
Contractor shall  
invoice noting  
SLIN 120009.  
(TBD)

120010 Incremental  
funding (Mod 14)  
for Code 40.  
Contractor shall  
invoice noting  
SLIN 120010.  
(TBD)

120011 Incremental  
funding (Mod 14)  
for Code 70.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 10 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

Contractor shall  
invoice noting  
SLIN 120011.  
(TBD)

120012 Incremental  
funding (Mod 14)  
for Code 02.  
Contractor shall  
invoice noting  
SLIN 120012.  
(TBD)

1201 Option Period 1.0 Lot  
Two, Option Item  
One (up to two  
additional  
workyears) -  
Labor. Option  
exercised  
(Mod14),  
resulting in  
ceiling  
moved from CLIN  
1201 to CLIN  
1200. (TBD)  
Option

1202 Option Period 1.0 Lot  
Two, Option Item  
Two (up to four  
additional work  
years) - Labor.  
Option exercised  
(Mod 14)  
resulting in  
ceiling  
moved from CLIN  
1202 to CLIN  
1200. (TBD)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3000	Transition / Phase In Period - ODC's. Modification 01 - Provide Incremental Funding. Modification 06 - Provide funding and increase for BASE Closures. (TBD)	1.0 Lot
300001	Modification 01 - Provide Incremental Funding. (TBD)	

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 11 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

300002 Modification 01 -  
Provide  
Incremental  
Funding. (TBD)

300003 Modification 01 -  
Provide  
Incremental  
Funding. (TBD)

300004 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code  
16). (TBD)

300005 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code  
17). (TBD)

300006 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code  
18, AS). (TBD)

300007 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code  
19, IS). (TBD)

300008 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code  
19, NS). (TBD)

300009 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code  
20). (TBD)

300010 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code  
30). (TBD)

300011 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 12 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

40). (TBD)

300012 Modification 06 -  
Provide  
Incremental  
Funding for base  
closures (Code  
70). (TBD)

3001 Base Year ODC's - 1.0 Lot  
Code 30 Safety  
Shoes. (TBD)

3002 Modification 08: 1.0 Lot  
B & O taxes for  
Base Year.  
(OTHER)

300201 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300202 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300203 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300204 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300205 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300206 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300207 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 13 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

Year. (OTHER)

300208 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300209 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300210 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300211 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300212 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300213 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300214 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300215 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

300216 Modification 08:  
Provide  
Incremental  
Funding for B&O  
taxes for Base  
Year. (OTHER)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 14 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
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4300	Option Period Three - Labor. Modification 07 - Increase CLIN Ceiling Codes, 02, 30 and 40. Mod 10 - Increase the CLIN ceiling by for general administrative subtasks in support of code 30. (TBD) Option	1.0 Lot		
4301	Option Period Three, Option Item One (up to two additional workyears) - Labor. (TBD) Option	1.0 Lot		
4302	Option Period Three, Option Item Two (up to four additional workyears) - Labor. (TBD) Option	1.0 Lot		
4400	Option Period Four - Labor. Modification 07 - Increase CLIN Ceiling for Codes 02,30 and 40. Mod 10 - Increase the CLIN ceiling by for general administrative subtasks in support of code 30. (TBD) Option	1.0 Lot		
4401	Option Period Four, Option Item One (up to two additional work years) - Labor. (TBD) Option	1.0 Lot		
4402	Option Period Four, Option Item Two (up to four	1.0 Lot		



CONTRACT NO.	DELIVERY ORDER NO.	PAGE	FINAL
N00178-04-D-4067	FY02	15 of 65	

additional work  
years) - Labor.  
(TBD)  
Option

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 16 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### NUWC DIVISION KEYPORT ADMINISTRATIVE SUPPORT SERVICES

#### 1.0 BACKGROUND

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

1.2 Administrative Support Services are provided to NUWC Keyport through the following organizational sectors: Operations Services Department – Financial Management Department - (Code 02), (Code 10), which includes Workforce Services Division - Code 16; Infrastructure Services Division – Code 17; Supply and Acquisition Services Division – Code 18; and Information Services Division – Code 19, System Acceptance and Operational Readiness Department (Code 20), Maintenance, Engineering, and Industrial Operations Department (Code 30), In-Service Engineering and ILS Department (Code 40), and FMR PAD (Code 70).

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

Code	Estimated LOE	Estimated Hours (1920 hrs/wy)
02		
10		
16		
17		
18		
19		
20-23		
30		
40		
70		

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 17 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

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\*FTE hrs/wy = 2080 hrs - 80 (Fed Holidays) - 80 (2 wks LA) = 1920

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

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

## **2.0 TASK ORDER PERFORMANCE REQUIREMENTS**

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

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

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

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

## **3.0 PERFORMANCE REQUIREMENTS SUMMARY**

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 18 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

#### **4.0 DESCRIPTION OF SERVICES:**

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

Industrial Logistics Support Management Information System (ILSMIS)

Keyport Automated Supply System (KASS)

Standard Labor Data Collection & Distribution Application (SLDCADA)

Consolidated Equipment Database (CED)

Corporate Asset System (CAS)

Personnel Directory System (PDS)

Defense Civilian Personnel Data System (DCPDS)

Workforce Development System (WDS)

Work Assignment Web (WAW)

Human Capital Digital Dashboard

Executive Business Information System (EBIS)

MODERN (Personnel action system)

Legacy Travel System

Defense Travel System (DTS)

Defense Messaging Distribution System (DMDS)

Standard Procurement System (SPS)

Contract Management System (CMS)

Lightweight Information Desk Online (LIDOL)

Web Integrated Data Environment (WIDE)

Electronic Document Access (EDA)

Navy Electronic Commerce On-Line (NECO)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 19 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## Shop Workload Management System (SWMS)

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

### **4.1 GENERAL DOCUMENTATION:**

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

- Documentation preparation, signature routing, tracking, and distribution. Proofread outgoing correspondence to ensure proper format is utilized, ensure typographical and grammatical accuracy, ensure conformance with procedural instructions, and determination that all necessary background material is attached to the file.
- Copy, scan, reduce, fax, bind, route, file, distribute, archive, shred, and dispose of applicable documents.

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

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

### **SCHEDULE:**

Specific schedules for completion will be provided with each requirement.

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

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

**PERFORMANCE REQUIREMENT**, in Government provided format:

Weekly Command Report

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 20 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## SCHEDULE:

Specific schedules for completion will be provided by each Department.

### **4.3 ACQUISITION SUPPORT (CODE 18):**

#### General Acquisition Support:

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

#### Contract and Simplified Acquisition Support:

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

#### Bankcard Program Support:

- Review ILSMIS reports and determine if Agency Program Coordinator (APC) action is required in accordance with NAVSEAINST 4200.99

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 21 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

- Support the clearing of aged bankcard records in accordance with the defined process.
- Coordinate with Workforce Services Division (WSD) to ensure training records are updated with purchase card mandated training.
- Provide information to program participants in accessing and using various online training sites
- Coordinate purchase card training for bankcard users.

## **PERFORMANCE REQUIREMENT:**

### General Acquisition Support

- a. Data entry
- b. Acquisition metrics
- c. Document destruction
- d. File maintenance

### Contracts and Simplified Acquisition Support:

- a. ILSMIS data entry
- b. Procurement logs
- c. Contract / Purchase Order Closeout

### Bankcard Program Support:

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

## **SCHEDULE**

- a. Process funding documents within 1 work day of receipt.
- b. Coordinate purchase card training for bankcard users; ensure access to on-line training; respond to questions/problems with on-line training within two work days of notification of new users.
- c. File procurement packages – within four work days of receipt of signed off package

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 22 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

d. Metrics completed within 4 work days of availability of the raw information

e. Requests for files daily (pull files at least twice daily)

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

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

#### **4.4 DESK PROCEDURES SUPPORT:**

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

**PERFORMANCE REQUIREMENT**, in contractor format:

Desk Procedural Guidebook

#### **SCHEDULE:**

Guidebooks shall be completed within 30 days after transition period; updates shall be completed within 5 working days of procedural changes.

#### **4.5 FACILITIES HELP DESK SUPPORT:**

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

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

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

a. Log Books and/or database tracking for facilities trouble calls

b. Metrics tracked and updated

#### **SCHEDULE:**

a. Log books and database tracking maintained and updated as trouble calls are reported



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 23 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

b. Metrics updated weekly

#### **4.6 TIME KEEPING SUPPORT:**

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

- Deliver corrected time cards to Keyport Payroll Office.

#### **PERFORMANCE REQUIREMENT:**

Timekeeping data input in SLDCADA for Government review

#### **SCHEDULE:**

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

#### **4.7 TRAVEL ORDER SUPPORT:**

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

#### **PERFORMANCE REQUIREMENT:**

Travel orders and claims processed in DTS

#### **SCHEDULE:**

Travel orders and claims completed within 1 working day of receipt

#### **4.8 PROPERTY MANAGEMENT SUPPORT: (REVISED MOD 06)**

- Provide general support to the Department Property Officer (DPO), which includes barcode application for accountable assets, creation and update of property records in the Consolidated Equipment Database (CED) or Corporate Asset System (CAS), reporting, and documentation preparation for excessing property (DD200).

- Inventory Support - barcode scanning, reporting, asset and data verification/reconciliation, and

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 24 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

documentation preparation for excessing property (Forms DD1348/DD1149) and/or report of missing assets (Form DD200).

- Prepare property passes for Government signature.

### **PERFORMANCE REQUIREMENT:**

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

### **SCHEDULE:**

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

### **Code 10 Support Only (MOD 06)**

Provide general support to the Station Property Officer (SPO), which includes:

Barcode distribution to Department Property Officers; maintain data in the Barcode Logs (electronic only)

Create and update asset records in the Corporate Asset System (CAS)

Maintain User Records in CAS

Develop and create asset record reports from CAS

Develop, prepare for signature, log, and distribute DD1149s and DD1348s (asset transfer and excessing processes), and DD200s (reports of missing assets).

Maintain electronic record logs for DD1149s, DD1348s, and DD200s

Create Material Movement Documents (MMDs) using the electronic Keyport Automated Supply System (KASS) for assets moved to the Excess, Reutilization, and Recycling Office (ERRO).

Desk Procedures: Document procedures for CAS processes (input provided by the SPO)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 25 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

Inventory Support - Barcode scanning, reporting, asset and data verification/reconciliation, and documentation support.

## **PERFORMANCE REQUIREMENTS:**

CAS property records created, updated, and maintained

CAS reporting

Documentation created, recorded, and maintained

All logs (barcodes, and forms) maintained electronically

Inventory and documentation support

Desk Procedures: See requirement in Subtask 4.4

## **SCHEDULE:**

General support shall be completed within 3 work days of receipt of information from the SPO

Inventory support shall be in accordance with SPO scheduled inventory events, which will be provided.

Desk Procedures: See requirement in Subtask 4.4

## **4.9 MEDICAL CERTIFICATION SUPPORT:**

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

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

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

## **SCHEDULE:**

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 26 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

#### **4.10 MEETING AND/OR VISITOR SUPPORT:**

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

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

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

#### **SCHEDULE:**

To support meeting calendar

#### **4.11 TRAINING SUPPORT:**

Code 16 only:

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

All Codes:

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 27 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

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

#### **PERFORMANCE REQUIREMENTS:**

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

#### **SCHEDULE:**

- a. Corporate Training and WDS database support shall be in accordance with the Workforce Services Division (WSD) training plan or schedule.
- b. Training requests shall be completed with 2 work days of receipt of training requirements.

#### **4.12 TRANSPORTATION SUPPORT (CODE 17):**

Using information provided and a spreadsheet format:

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

#### **PERFORMANCE REQUIREMENTS:**

Maintain records for GSA vehicles, ferry tickets, and MHE

#### **SCHEDULE:**

- a. Maintain/update transportation data weekly

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

#### **4.13 KEY CUSTODIAN SUPPORT:**

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 28 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## **PERFORMANCE REQUIREMENTS:**

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

## **SCHEDULE:**

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

## **4.14 GENERAL OFFICE ADMINISTRATION**

### **a. Telephone and IT Help Desk**

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

### **b. Web Page and Share Point Support**

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

### **c. Database Support**

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

### **d. Office Supplies Support**

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

### **e. Incoming/Outgoing Mail Support**

- Receive, sort, and distribute incoming correspondence.

### **f. Official Bulletin Boards**

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 29 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

- Receive and post current Bulletin Board information.

g. Common Office Printers and Copier Areas

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

**SCHEDULE:**

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

**4.15 NMCI ADMINSTRATIVE SUPPORT (Code 19)**

a. Hardware Mapping Support:

- Accumulate, research, and format information specific to computer hardware received from multiple Government sources (forms, emails, and listings). Sort the information applicable to the DADMS and Integrated Solutions Framework (ISF) Tools Databases and enter applicable data into each. Update the DADMS and ISF Tools Databases daily.

Estimated entries: 50 per day.

b. Service Cost Center (SCC) Support:

- Using information provided via forms, emails, and listings provided by the Government, update and maintain the applicable SCC by completing data changes to include employee or IT equipment moves, additions, changes, and record deletions. IT equipment includes desktops, laptops, Blackberries, servers, storage devices, and all peripheral assets (scanners, printers, copiers).

Estimated entries: 25-50 per week.

- Using information provided via forms, emails, and listings provided by the Government, enter Move, Add, Change (MAC) requests as applicable with SCC

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 30 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

support.

Estimated entries: 25-50 per week.

c. Application Mapping Support:

- Research and identify all NUWC Keyport applications in DADMS that are Approved, Approved Interim Waiver, Allowed with Restrictions, or Disapproved. Provide a weekly update to the Government Project Manager (PM) of all applications that are not approved.

- Update and maintain the internal Excel Spreadsheet (New Additions to DADMS.xls) listing all requested application additions to DADMS. Maintain and track a tickler file of all requests for status changes. Provide a monthly status of “no change” applications to the PM.

Estimated changes: 5-7 per week.

- From information provided via Government lists, databases, and forms, update the NET database. Data will change as IT applications are identified and ordered for each piece of equipment. As changes are received, update NET and the SCC as required in subtask 4.15.b. above.

Estimated updates: 200 per week.

d. Metrics:

Research and accumulate data for metrics identified by the PM. Produce, update, and maintain the data; formulate the metrics and provide for various data calls, presentations, and briefings.

Estimated requirement: 6 metrics per month.

e. Process Documentation:

For each of the processes defined in Subtask 4.15, combine into a Desk Guide for NMCI Support. The guide should include, at a minimum, each well-defined process, applicable websites, POCs with phone numbers, and the number of actions per week. The guide should be updated as often as processes are added or refined.

**PERFORMANCE REQUIREMENTS:**



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 31 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

a. Hardware Mapping Support:

- Update the DADMS and ISF Tools Databases

b. Service Cost Center (SCC) Support:

- Update and maintain the applicable SCCs by completing data changes
- Enter Move, Add, Change (MAC) requests

c. Application Mapping Support:

- Provide weekly update of all applications that are not approved to the PM
- Provide a monthly status of “no change” applications to the PM
- Update to NET and SCC

d. Metrics:

- NMCI-related metrics for various data calls

e. Process Documentation

- Developed and maintained NMCI Desk Guide

**SCHEDULE:**

a. Hardware Mapping Support: Entries Daily

b. Service Cost Center (SCC) Support:

- Update and maintain the applicable SCCs: Weekly
- MAC requests: Weekly

c. Application Mapping Support:

- Update of all applications not approved: Weekly

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 32 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

- Status of “no change” applications: Monthly
- Update to NET and SCC: Weekly

d. Metrics: In accordance with Department requirements

e. Process Documentation:

- Updated NMCI Desk Guide: As frequently as changes are made

#### **4.16 NUWC KEYPORT DIRECTIVE SYSTEM SUPPORT (Code 10) (MOD 06)**

Support the maintenance of forms and directives through the Keyport Directive System Work Site SharePoint Site/Code 10 Process Owner Review Library.

##### **a. Post Forms and Directives in Final Version**

- Check the Approved for Posting Folder on the SharePoint Site to identify documents that require posting.

Review and correct document formatting to ensure compliance with the requirements of the Directive Checklists and Templates.

Ensure the document meta-data and links are correct

Archive previous document editions in the Archives Library

Add revision information to the document name

Add the watermark background stating that the document is for “Historical Reference Only.”

Place new, properly formatted revisions in the Final Directive or Form Library and ensure the meta-data and links are operable.

Notify the Directive Posting Requestor by email with copy to KYPT\_WA\_Directives, that directives and forms have been posted.

##### **b. Post Directives for Review**

Review the SharePoint Site Folder for documents ready to be placed in 5-Day Review.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 33 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

Review and correct document formatting to ensure compliance with the requirements of the Directive Checklists and Templates.

Add “5-Day Review” or new directive header per the revision information in the document.

Enter meta-data providing 5 full working days, not including Fridays or Holidays, for review.

Notify, via email, the KYPT\_WA\_Directive review Team, requestor, and all employees specified in each requesting email that documents have been placed in 5-Day Review.

## **PERFORMANCE REQUIREMENTS:**

a. and b. Anticipate 20-35 directives and/or forms to require posting in final or review per month

c. Desk Procedures: See requirement in Subtask 4.4

## **SCHEDULE:**

a. and b. All actions shall be completed within 2 working days from placement in Approved for Posting Folder or Review Folder

c. Desk Procedures: See requirement in Subtask 4.4

## **Subtask 4.17 QUALITY MANAGEMENT/LEAN OFFICE SUPPORT (Code 10) (MOD 06)**

For Administrative support for the Code 10 Quality Manager, the following Subtasks apply:

4.1 General Documentation

4.10 Meeting and/or Visitor Support

4.14 General Office Administration (Web Page and Share Point Support)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 34 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## **PERFORMANCE REQUIREMENTS:**

General administrative support for the Quality Manager

## **SCHEDULE:**

Schedules for completion will be provided with the requirements

## **5.0 GENERAL INFORMATION**

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

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

**5.3 Technical Instruction (TI) Letters:** Based on the requirements contained in the Statement of Work (SOW), the contractor shall be issued Technical Instruction Letters by the Task Order Manager (TOM). The contractor shall ONLY accept officially approved TI Letters. All approved TI Letters will be signed, dated, and provided by the TOM. The TI Letter may be signed electronically.

TI Letters shall be issued for the purposes of providing specific in-scope tasking requirements/ clarifications. TI Letters shall not be used to change the terms and conditions of the Task Order. TI Letters shall not change, add or delete any of the requirements stated in this SOW or change the intent of the SOW. TI Letters shall not authorize Personal Services.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 35 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

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

5.4 Environmental Compliance Requirements: The Contractor shall comply, and ensure that all subcontractors comply, with all applicable environmental federal, state, and local laws and regulations and Navy policies, instructions and plans and ISO 14000. The contractor shall comply with all federal, state, local and Navy environmental compliance training requirements. The contractor's guide to environmental compliance is listed in Attachment 1.

5.5 Hazardous Waste and Material Control/Handling. The contractor shall comply with all Navy instructions applicable, e.g., but not limited to OPNAVINST 5090.1 (Series) Environmental and Natural Resources Program Manual and NUWCDIVKPT 5090 (Series) Environmental Program and Policy Manual.

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

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

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

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

5.8.1 Emergency Requirements: The contractor shall have a manager or designee available by phone/pager to support schedule changes. The manager shall respond to contingencies within 24 hours to support emergencies. An emergency recall list shall be provided to the TOM. During periods of government closure due to National Holidays, acts of nature, enemy threat/attack, and Christmas Shutdown, no direct

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 36 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

charges will be allowed for contractor personnel unless work is performed. These days will be counted as vacation days.

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

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

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

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

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

5.10.1 Contractor personnel supporting this task order who require access to classified Spaces, Equipment, or Documents will require a security clearance equivalent to the level of access required to complete assigned duties.

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

Spaces: Up to Secret

Equipment: Up to Secret

Documents: Up to Secret

5.10.3 Contractor personnel are required to return all Government badges, keys, and vehicle stickers issued by NUWC-DK, to the Security Manager, Code 174 immediately upon termination of employment.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 37 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

5.11 Government Furnished Property: Government furnished property is not anticipated for this work. The services being performed for this acquisition require the contractor to work within NUWC-DK, the Government will provide workspaces, telephones, computers, and office supplies as well as access to the software that are needed to accomplish this work in accordance with the guidelines listed below.

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

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

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

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

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

5.12 Maintain travel documentation in electronic files for Government request of ad hoc queries. Prepare and route travel documentation for government acceptance. Process signed documents. In using the Defense Travel System (DTS) contractor personnel must acknowledge they have read and understand their responsibilities and authorized duties by signing the attached Support Contractor Information Letter (Attachment 08).

## **6.0 REPORTING REQUIREMENTS**

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 38 of 65	FINAL
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quality control actions to meet the terms of the contract.

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

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

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

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

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

## **7. STANDARDS OF CONDUCT**

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

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

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



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 39 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## **8. TRAVEL**

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

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

## **9. CONFIDENTIALITY/PERSONAL SERVICE**

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

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

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

## **10.0 TRANSITION PLAN**

10.1 Phase In/Phase Out Plan: The contractor shall provide phase-in/transition services. Phase in to be 12 December through 16 January 2007. Phase-in/transition services shall be limited to only those services required to prepare for full performance of services.

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 40 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

areas will be considered part of the basic effort.

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 41 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 42 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

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

### 1.0 QUALITY CONTROL

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

### 2.0 QUALITY ASSURANCE

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 43 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

### CLIN - DELIVERIES OR PERFORMANCE

Transition / Phase In Period: 12 Dec 2006 through 16 Jan 2007

Base Period of Performance: 17 Jan 2007 through 16 Jan 2008

Option Period One: 17 Jan 2008 through 16 Jan 2009

Option Period Two: 17 Jan 2009 through 16 Jan 2010

Option Period Three: 17 Jan 2010 through 16 Jan 2011

Option Period Four: 17 Jan 2011 through 16 Jan 2012

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 44 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Modification 03:

The following Lines of Accounting have been modified as follows:

SLIN 100007 – has been changed from:

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400

To:

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

SLIN 300002 – has been changed from:

AK 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

To:

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

SLIN 300003 – has changed from:

AL 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400

To:

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME AND MATERIALS, LABOR HOURS OR FIXED PRICE INCENTIVE) (JUL 1992) (FROM BASE CONTRACT)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contract requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor.

A copy of every invoice shall be provided to the individual listed below, at the address shown:

Task Order Manager (see below)

In addition a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO) and the Procurement Contracting Officer (PCO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 45 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

and submitted to the address(es) specified in the order.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each task order. There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)

(2) Subline item number (SLIN)

(3) Accounting Classification Reference Number (ACRN)

(4) Payment terms

(5) Procuring activity

(6) Date supplies provided or services performed

(7) Costs incurred and allowable under the contract

(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

\_\_\_\_\_ is required with each invoice submittal.

XX\_\_ is required only with the final invoice.

\_\_\_\_\_ is not required.

(f) A Certificate of Performance

\_\_\_\_\_ shall be provided with each invoice submittal.

XX\_\_ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this task order.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

(End of Clause)

TASK ORDER MODIFICATIONS: The contractor shall not perform work that is considered to be outside the scope

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 46 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

of the requirements of this task order without benefit of a fully executed modification issued by the Contracting Officer. For actions being requested by the Government personnel other than the Contracting Officer that the Contractor considers to be outside the scope of the requirements of this Task Order, the Contractor shall promptly notify both the TOM and the Contracting Officer. No work shall begin until the issue has been resolved.

Contract Specialist:

Ms. Diane Kostecky  
Code 18  
1894 Wasp BLVD. B-133  
Pearl Harbor, HI 96860-5809  
Phone: (808) 472-1791  
Email: [diane.kostecky@navy.mil](mailto:diane.kostecky@navy.mil)

Task Order Manager:

Ms. Linda Blevins  
610 Dowell Street, Code 10  
Keyport, WA 98345  
Phone: (360) 396-7913  
Email: [linda.blevins@navy.mil](mailto:linda.blevins@navy.mil)

Alternate Task Order Manager:

Ms. Vicki Gambrell  
610 Dowell Street, Code 10  
Keyport, WA 98345  
Phone: (360) 315-7524  
Email: [vicki.gambrell@navy.mil](mailto:vicki.gambrell@navy.mil)  
610 Dowell Street

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Accounting Data
SLINID    PR Number          Amount
-----
100101    63457434
LLA :
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400
BASE YEAR LABOR: CODE 40

100102    63457422
LLA :
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400
BASE YEAR LABOR: Code 70

MOD 1

100001    63477936
LLA :
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614T7
Modification 01 - Provide incremental funding.

100002    63477939
LLA :
AD 97X4930 NH6B 000 77777 0 000253 2F 000000 17000717140A
Modification 01 - Provide Incremental Funding.

100003    63477951
LLA :
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 1730071714JN
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CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 47 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

Modification 01 - Provide incremental funding.

100004 63477942  
LLA :  
AF 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS1440  
Modification 01 - Provide incremental funding.

100005 63477943  
LLA :  
AG 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y7  
Modification 01 - Provide incremental funding.

100006 63467581  
LLA :  
AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400  
Modification 01 - Provide incremental funding.

100007 63528383  
LLA :  
AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400  
Modification 01 - Provide incremental Funding.

100101 63457434  
LLA :  
AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400  
BASE YEAR LABOR: CODE 40

100102 63457422  
LLA :  
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400  
BASE YEAR LABOR: Code 70

100103 63477936  
LLA :  
AC 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614T7  
Modification 01 - Provide incremental funding, Code 16.

100104 63477939  
LLA :  
AD 97X4930 NH6B 000 77777 0 000253 2F 000000 17000717140A  
Modification 01- Provide incremental funding, Code 17.

100105 63477951  
LLA :  
AE 97X4930 NH6B 000 77777 0 000253 2F 000000 1730071714JN  
Modification 01 - Provide incremental Funding, Code 17.

100106 63477942  
LLA :  
AF 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS1440  
Modification 01 - Provide incremental Funding, Code 18.

100107 63477943  
LLA :  
AG 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y7  
Modification 01 - Provide incremental Funding, Code 19 (IS).

100108 63467588  
LLA :  
AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400  
Modification 01 - Provide incremental Funding, Code 20 - 23.

100109 63528383  
LLA :  
AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI  
Modification 01 - Provide incremental Funding, Code 30.

100301 63477945  
LLA :  
AK 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14N0  
Modification 01 - Exercise option and provide incremental funding.

300001 63467588  
LLA :  
AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI  
Modification 01 - Provide Incremental Funding.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 48 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

300002 63457434

LLA :

AK 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

Modification 01 - Provide incremental funding.

300003 63457422

LLA :

AL 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400

Modification 01 - Provide incremental funding.

MOD 4

100107 63477943

LLA :

AG 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y7

Modification 01 - Provide incremental Funding, Code 19 (IS).

100109 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

Modification 01 - Provide incremental Funding, Code 30.

100110 72620766

LLA :

AM 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y8

Modification 04 - Provide incremental Funding, Code 16.

100111 72620779

LLA :

AN 97X4930 NH6B 000 77777 0 000253 2F 000000 1700071714Y8

Modification 04 - Provide incremental Funding, Code 17.

100112 72620780

LLA :

AP 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS14Y8

Modification 04 - Provide incremental Funding, Code AS.

100113 72620782

LLA :

AQ 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y8

Modification 04 - Provide incremental Funding, Code IS

100115 72610405

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

Modification 04 - Provide incremental Funding, Code 40

100116 72600145

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400

Modification 04 - Provide incremental Funding, Code 70

100117 72620799

LLA :

AD 97X4930 NH6B 000 77777 0 000253 2F 000000 17000717140A

Modification 04 - Provide incremental Funding, Code 17

100118 72620806

LLA :

AE 97X4930 NH6B 000 77777 0 000253 2F 000000 1730071714JN

Modification 04 - Provide incremental Funding, Code 17

100301 63477945

LLA :

AK 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14N0

Modification 01 - Exercise option and provide incremental funding.

100302 72620785

LLA :

AR 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14Y8

Provide incremental funding for Code NS Support (Modification 04)

3001 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

Modification 04: Provide funding for safety shoes for Code 30.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 49 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

MOD 5

110001 72620766

LLA :

AM 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y8

Modification 05 - Option Exercise - Incremental Funding Code 16.

110002 72620779

LLA :

AN 97X4930 NH6B 000 77777 0 000253 2F 000000 1700071714Y8

Modification 05 - Option Exercise - Incremental Funding Code 17.

110003 72620780

LLA :

AP 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS14Y8

Modification 05 - Option Exercise - Incremental Funding Code 18.

110004 72620782

LLA :

AQ 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y8

Modification 05 - Option Exercise - Incremental Funding Code 19 (IS).

110005 63467588

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400

Modification 05 - Option Exercise - Incremental Funding Code 20.

110006 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

Modification 05 - Option Exercise - Incremental Funding Code 30.

110007 72610405

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

Modification 05 - Option Exercise - Incremental Funding Code 40.

110008 72600145

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400

Modification 05 - Option Exercise - Incremental Funding Code 70.

110101 72620785

LLA :

AR 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14Y8

Modification 05 - Option Exercise - Incremental Funding - Code 19 (NS).

MOD 6

110201 80426833

LLA :

AS 97X4930 NH6B 000 77777 0 000253 2F 000000 1000071014Y8

Mod 06 - Provide incremental funding (Code 10).

300004 72620777

LLA :

AM 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y8

Modification 06 - Provide Incremental Funding for base closures (Code 16).

300005 72620779

LLA :

AN 97X4930 NH6B 000 77777 0 000253 2F 000000 1700071714Y8

Modification 06 - Provide Incremental Funding for base closures (Code 17).

300006 72620780

LLA :

AP 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS14Y8

Modification 06 - Provide Incremental Funding for base closures (Code 18, AS).

300007 72620782

LLA :

AQ 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y8

Modification 06 - Provide Incremental Funding for base closures (Code 19, IS).

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 50 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

300008 72620785

LLA :

AR 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14Y8

Modification 06 - Provide Incremental Funding for base closures (Code 19, NS).

300009 63467588

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400

Modification 06 - Provide Incremental Funding for base closures (Code 20).

300010 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

Modification 06 - Provide Incremental Funding for base closures (Code 30).

300011 72610405

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

Modification 06 - Provide Incremental Funding for base closures (Code 40).

300012 72600145

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400

Modification 06 - Provide Incremental Funding for base closures (Code 70).

MOD 7

110006 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

Modification 05 - Option Exercise - Incremental Funding Code 30.

Modification 07 - Increase funding from

110007 72610405

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

Modification 05 - Option Exercise - Incremental Funding Code 40.

Modification 07 - Increase funding from

110009 80633448

LLA :

AT 97X4930 NH6B 000 77777 0 000253 2F 000000 0220070214AD

Modification 07 - Incremental Funding (Code 02)

MOD 8

100101 63457434

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

BASE YEAR LABOR: CODE 40.

Modification 08 - Deobligate Funding from

100102 63457422

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400

BASE YEAR LABOR: Code 70.

Modification 08 - Deobligate Funding from

100103 63477936

LLA :

AC 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614T7

Modification 01 - Provide incremental funding, Code 16.

Modification 08 - Deobligate Funding from

100104 63477939

LLA :

AD 97X4930 NH6B 000 77777 0 000253 2F 000000 17000717140A

Modification 01- Provide incremental funding, Code 17.

Modification 08 - Deobligate Funding from

100105 63477951

LLA :

AE 97X4930 NH6B 000 77777 0 000253 2F 000000 1730071714JN

Modification 01 - Provide incremental funding, Code 17.

Modification 08 - Deobligate Funding from

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 51 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

100106 63477942

LLA :

AF 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS1440

Modification 01 - Provide incremental Funding, Code 18.

Modification 08 - Deobligate Funding from

100107 63477943

LLA :

AG 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y7

Modification 01 - Provide incremental Funding, Code 19 (IS).

Modification 08 - Deobligate Funding from

100108 63467588

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400

Modification 01 - Provide incremental Funding, Code 20 - 23.

Modification 08 - Deobligate Funding from

100110 72620766

LLA :

AM 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y8

Modification 04 - Provide incremental Funding, Code 16.

Modification 08 - Deobligate Funding from

100111 72620779

LLA :

AN 97X4930 NH6B 000 77777 0 000253 2F 000000 1700071714Y8

Modification 04 - Provide incremental Funding, Code 17.

Modification 08 - Deobligate Funding from

100112 72620780

LLA :

AP 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS14Y8

Modification 04 - Provide incremental Funding, Code AS.

Modification 08 - Deobligate Funding from

100113 72620782

LLA :

AQ 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y8

Modification 04 - Provide incremental Funding, Code IS.

Modification 08 - Deobligate Funding from

100115 72610405

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

Modification 04 - Provide incremental Funding, Code 40.

Modification 08 - Deobligate Funding from

100116 72600145

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400

Modification 04 - Provide incremental Funding, Code 70.

Modification 08 - Deobligate Funding from

100117 72620799

LLA :

AD 97X4930 NH6B 000 77777 0 000253 2F 000000 17000717140A

Modification 04 - Provide incremental Funding, Code 17.

Modification 08 - Deobligate Funding from

100118 72620806

LLA :

AE 97X4930 NH6B 000 77777 0 000253 2F 000000 1730071714JN

Modification 04 - Provide incremental Funding, Code 17.

Modification 08 - Deobligate Funding from

100301 63477945

LLA :

AK 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14N0

Modification 01 - Exercise option and provide incremental funding.

Modification 08 - Deobligate Funding from

100302 72620785

LLA :

AR 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14Y8

Provide incremental funding for Code NS Support (Modification 04).

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 52 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

Modification 08 - Deobligate Funding from

110005 63467588

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400

Modification 05 - Option Exercise - Incremental Funding Code 20.

Modification 08 - Deobligate Funding from

110006 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

Modification 05 - Option Exercise - Incremental Funding Code 30.

Modification 07 - Increase funding from \$

Modification 08 - Deobligate Funding from

300201 63477936

LLA :

AC 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614T7

Modification 08: Provide funding for B&O Tax for Base Year.

300202 72620766

LLA :

AM 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y8

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300203 63477939

LLA :

AD 97X4930 NH6B 000 77777 0 000253 2F 000000 17000717140A

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300204 72620806

LLA :

AE 97X4930 NH6B 000 77777 0 000253 2F 000000 1730071714JN

Provide incremental funding.

300205 63477942

LLA :

AF 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS1440

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300206 63477943

LLA :

AG 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y7

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300207 72620782

LLA :

AQ 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y8

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300208 63477945

LLA :

AK 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14N0

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300209 72620785

LLA :

AR 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14Y8

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300210 63467588

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300211 63467588

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300212 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300213 63457434

LLA :

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 53 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400  
Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300214 63477951

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400  
Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300215 63457422

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400  
Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

300216 72600145

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400  
Modification 08: Provide Incremental Funding for B&O taxes for Base Year.

MOD 10

110001 72620766

LLA :

AM 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y8  
Modification 05 - Option Exercise - Incremental Funding Code 16. Mod 10 -  
Incremental funding of

110002 72620779

LLA :

AN 97X4930 NH6B 000 77777 0 000253 2F 000000 1700071714Y8  
Modification 05 - Option Exercise - Incremental Funding Code 17. Mod 10 -  
Incremental funding of

110003 72620780

LLA :

AP 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS14Y8  
Modification 05 - Option Exercise - Incremental Funding Code 18. Mod 10 -  
Incremental funding of

110004 72620782

LLA :

AQ 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y8  
Modification 05 - Option Exercise - Incremental Funding Code 19 (IS). Mod 10 -  
Incremental funding of

110006 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI  
Modification 05 - Option Exercise - Incremental Funding Code 30.  
Modification 07 - Increase funding from  
Modification 08 - Deobligate Funding from Mod 10 -  
Incremental funding for new Code 30 requirement in the amount of

110101 72620785

LLA :

AR 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14Y8  
Modification 05 - Option Exercise - Incremental Funding - Code 19 (NS). Mod 10 -  
Incremental funding of

110102 80426833

LLA :

AS 97X4930 NH6B 000 77777 0 000253 2F 000000 1000071014Y8  
Mod 10 - Incremental funding of

MOD 11

110005 63467588

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400  
Modification 05 - Option Exercise - Incremental Funding Code 20.  
Modification 08 - Deobligate Funding from Modification 11  
- Incremental Funding of

110006 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 54 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

Modification 05 - Option Exercise - Incremental Funding Code 30.  
Modification 07 - Increase funding from  
Modification 08 - Deobligate Funding from . Mod 10 -  
Incremental funding for new Code 30 requirement in the amount of  
Modification 11 - Incremental Funding of

110010 82623646  
LLA :  
AU 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y9

110011 82623575  
LLA :  
AV 97X4930 NH6B 000 77777 0 000253 2F 000000 1700071714Y9

110012 82623634  
LLA :  
AW 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS14Y9

110013 82613406  
LLA :  
AX 97X4930 NH6B 000 77777 0 000253 2F 000000 8IS00K8IS14Y9

110202 82613408  
LLA :  
AY 97X4930 NH6B 000 77777 0 000253 2F 000000 8NS00K8NS14Y9

110203 82623721  
LLA :  
AZ 97X4930 NH6B 000 77777 0 000253 2F 000000 1000071014Y9

#### MOD 12

110008 72600145  
LLA :  
AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006701400  
Modification 05 - Option Exercise - Incremental Funding Code 70. Incremental  
funding (Mod 12) of for a new total of

110010 82623646  
LLA :  
AU 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y9  
Incremental funding (Mod 12) of for a new total of

110014 82941861  
LLA :  
BA 97X4930 NH6B 000 77777 0 000253 2F 000000 1200071224CI

#### MOD 14

120001 82623646  
LLA :  
AU 97X4930 NH6B 000 77777 0 000253 2F 000000 1600071614Y9

120002 82623575  
LLA :  
AV 97X4930 NH6B 000 77777 0 000253 2F 000000 1700071714Y9

120003 82623634  
LLA :  
AW 97X4930 NH6B 000 77777 0 000253 2F 000000 AS00K8AS14Y9

120004 82613406  
LLA :  
AX 97X4930 NH6B 000 77777 0 000253 2F 000000 IS00K8IS14Y9

120005 82613408  
LLA :  
AY 97X4930 NH6B 000 77777 0 000253 2F 000000 NS00K8NS14Y9

120006 82623721  
LLA :  
AZ 97X4930 NH6B 000 77777 0 000253 2F 000000 1000071014Y9

120007 82941861  
LLA :



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 55 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

BA 97X4930 NH6B 000 77777 0 000253 2F 000000 1200071224CI (ltr I)

120008 63467588

LLA :

AH 97X4930 NH6B 000 77777 0 000253 2F 000000 20B006201400

120009 63528383

LLA :

AJ 97X4930 NH6B 000 77777 0 000253 2F 000000 3000063014FI (ltr I)

120010 72610405

LLA :

AA 97X4930 NH6B 000 77777 0 000253 2F 000000 401006401400

120011 72600145

LLA :

AB 97X4930 NH6B 000 77777 0 000253 2F 000000 700006401400

120012 80633448

LLA :

AT 97X4930 NH6B 000 77777 0 000253 2F 000000 0220070214AD

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 56 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1. NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

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

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	CPFF	M/HS	EST. POP
1001				0.00	01/17/2007 - 01/16/2008
1003				0.00	01/17/2007 - 01/16/2008
1100				0.00	01/17/2008 - 01/16/2009
1101				0.00	01/17/2008 - 01/16/2009
1102				0.00	01/17/2008 - 01/16/2009
1200				0.00	01/17/2009 - 01/16/2010
3000				0.00	12/12/2006 - 01/16/2007

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

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 57 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

21), as applicable.

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

#### H.3 NAVSEA 5252.232-9206 -- SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in attached Financial Accounting Data (FAD) sheet. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA and an electronic copy forwarded to the Task Order Manager.

(End of clause)

#### H.4 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM

##### BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has

an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with

the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether

or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 58 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

performance of this contract.

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

apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the

Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in

FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization

of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or

neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard

commercial items are exempt from this requirement.

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 59 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

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

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

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

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

(End of clause)

#### H.5 CONTRACTOR PICTURE BADGE

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

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

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

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

(End of clause)

#### H.6 CONTRACTOR IDENTIFICATION

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

(End of clause)

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

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically,

electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 60 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

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

(b) NUWC DK may release to individuals employed by NUWC DK support contractors and their

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

release of its confidential business information.

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

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

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

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

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

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

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

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

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection

to confidential business information that would be provided by NUWC DK employees, and

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

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

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

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 61 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

the furnishing of confidential business information.

(End of clause)

## H.8 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance;

or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with

the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of the task order.

(End of clause)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 62 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee (Mar 1997)

52.222-41 Service Contract Act (1965)

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

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

(End of Clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed Five (5) years.

(End of Clause)

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

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed 500 manhours or the overtime premium is paid for work --

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

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

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

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

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

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



CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 63 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

the necessity for the overtime;

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

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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

(End of Clause)

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

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

(End of Clause)

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

(a) The Contractor agrees to --

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

(i) The systems of records; and

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

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

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

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

(c)

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

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 64 of 65	FINAL
----------------------------------	----------------------------	------------------	-------

or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

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

(End of Clause)

#### 52.237-1 - Site Visit (Apr 1984)

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

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

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

<http://farsite.hill.af.mil/vffara.htm>

#### 252.239-7001 - 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)

CONTRACT NO. N00178-04-D-4067	DELIVERY ORDER NO. FY02	PAGE 65 of 65	FINAL
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## SECTION J LIST OF ATTACHMENTS

Attachment 1: References

Attachment 2: Acronym List

Attachment 3: Finalized DD 254

Attachment 4: Performance Work Requirements

Attachment 5: Updated Wage Determination (Mod 14)

Attachment 6: DTS - Contractor Sample Letter