

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 21-Jun-2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N63394	7. ADMINISTERED BY (If other than Item 6) CODE	S0514A	

NSWC, PORT HUENEME DIVISION
4363 Missile Way, BLDG 1217
Port Hueneme CA 93043-4307
barbara.contreras@navy.mil 805-228-8510

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS Technology 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-L601
		10B. DATED (SEE ITEM 13) 22-Dec-2008
CAGE CODE 1BGW9	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. 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.
[]	
[X]	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:
[]	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kittie S Ellison, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Kittie S Ellison	16C. DATE SIGNED 21-Jun-2011
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to perform the following:

- 1, Change all reference to Task Order Manager (TOM) to Contracting Officer's Representative (COR).
2. Change the contract's points-of-contact, as follows:

Contracting Officer's Representative
William Schlesinger
4363 Missile Way
Port Hueneme, CA 93043
William.Schlesinger@navy.mil
(805) 228-6148

Contracting Officer
Cathleen Ellison
4363 Missile Way
Port Hueneme, CA 93043
Cathleen.Ellison@navy.mil
(805) 228-0601

Contract Specialist
Ms. Soledad Credo
4363 Missile Way
Port Hueneme, CA 93043
Soledad.Credo@navy.mil
(805) 228-7570

3. Replace the Invoicing Instructions clause, in its entirety, with clause HQ G-2-0007, below:

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

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

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should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

Type of Document(s) (*contracting officer check all that apply*)

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☒ Invoice as 2-in-1 (FFP Service Only)
- ☐ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- ☐ Receiving Report (FFP, DD250 Only)

-

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N63394</u>
Admin DODAAC	<u>S0154A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u></u>
Service Acceptor DODAAC	<u>N63394</u>
Service Approver DODAAC	<u>N63394</u>
Ship To DODAAC	<u>N63394</u>
DCAA Auditor DODAAC	<u></u>
LPO DODAAC	<u>N63394</u>
Inspection Location	<u>DESTINATION</u>

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Acceptance Location

DESTINATION

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

Send Additional Email Notification To:

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the local WAWF point of contact Karen Dawley (805) 228-0921 or Karen.dawley@navy.mil

(End of Text)

All other terms and conditions remain the same.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2000	Financial Support Services for NSWC PHD - Base period			
2000AA	Financial Support Services in accordance with PWS in Section C. (WCF)	1.0 LO		
2000AB	MOD 02/Decreased excess travel that is not required. ODCs - Travel Costs in accordance with PWS Section 2.3 (WCF)	1.0 LO		
5000	Financial Support Services for NSWC PHD - Option 1			
5000AA	Financial Support Services in accordance with PWS in Section C. (WCF)	1.0 LO		
5000AB	ODCs - Travel Costs in accordance with PWS Section 2.3 (WCF)	1.0 LO		
5100	Financial Support Services for NSWC PHD - Option 2			
5100AA	Financial Support Services in accordance with PWS in Section C. (WCF)	1.0 LO		
5100AB	ODCs - Travel Costs in accordance with PWS Section 2.3 (WCF)	1.0 LO		
5200	Financial Support Services for NSWC PHD - Option 3			

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5200AA Financial Support 1.0 LO
 Services in
 accordance with
 PWS in Section C.
 (WCF)
 Option

5200AB ODCs - Travel 1.0 LO
 Costs in
 accordance with
 PWS Section 2.3
 (WCF)
 Option

5300 Financial Support
 Services for NSWC
 PHD - Option 4

5300AA Financial Support 1.0 LO
 Services in
 accordance with
 PWS in Section C.
 (WCF)
 Option

5300AB ODCs - Travel 1.0 LO
 Costs in
 accordance with
 PWS Section 2.3
 (WCF)
 Option

Contract Type Summary for Payment Office (NAVSEA) (FEB 1997)

CLIN 2000, 5000, 5100, 5200, 5300 and all SLINs referenced under these CLINs of this task order are Firm Fixed Price (FFP)

The base period of the task order will be FFP and if options are exercised, the Options periods will be FFP.

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

FINANCIAL SUPPORT SERVICES FOR NAVAL SURFACE WARFARE CENTER, PORT HUENEME DIVISION NSWC PHD

1.0 BACKGROUND.

This Performance Work Statement describes the services required for operational support of the NSWC PHD Comptroller business operations. The work efforts required under this performance work statement consist of functional and technical support of the NAVSEA Corporate Suite of Financial Systems (NCSFS) and the local data clean up/data cleansing activities required for conversion to the Navy Enterprise Resource Planning System (N-ERP). The NCSFS consists of Standard Labor Data Collection and Distribution Application (SLDCADA), the Defense Civilian Payroll System (DCPS), the Sponsor Order System (SOS), the Industrial Logistics Support Management Information System (ILSMIS), the Defense Travel System (DTS), Wide Area Work Flow (WAWF), Tri-annual Review Tool (TART) and the Defense Industrial Fund Management System (DIFMS); and all external systems they exchange data with including, but not limited to the NSWC PHD Data Warehouse and the NAVSEA Corporate Data Warehouse.

2.0 SCOPE/PERFORMANCE REQUIREMENTS.

The contractor shall provide functional and technical services in support of the NSWC PHD local requirements associated with the Comptroller business operations. Functional and technical knowledge and experience is mandatory in the NCSFS and use of Working Capital Fund (WCF) regulations, processing and applications. The Contractor shall provide the personnel, supervision, management, materials, functional and technical services, incidental equipment, software tools, computer time, and facilities necessary to perform these services. The Contractor shall perform tasking within the areas described in the following paragraphs.

2.1 Administrative/Functional Support. The Contractor shall provide functionally and technically knowledgeable personnel to coordinate, discuss and meet with NAVSEA Corporate Suite Central Design Agent (CDA) personnel, and other organizations, i.e., other Warfare Center sites, to ensure that the goals and future changes to these systems are understood and that the relevant operational changes that will impact NSWC PHD business operations are functionally acceptable. The Contractor shall also be responsible for ensuring that financial system/feeder system updates are coordinated with the external organizations, i.e., CDA, other Warfare Center sites, and NSWC PHD. This will require the Senior Manager and possibly other Contractor personnel to travel to Central Design Agent facilities in such places as Lexington Park, MD; Washington DC; Dahlgren, VA; or Crane, Indiana to attend conferences and meetings associated with the testing and implementation of financial system enhancements. Additionally, the Senior Manager and potentially other Contractor personnel will be required to travel various locations to support the functional and technical exchange of information and data cleansing/data conversion efforts.

2.1.2 Functional/Accounting Support. The Contractor shall support NSWC PHD in the use of the

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NAVSEA Corporate Suite of Financial Systems by reviewing and modifying functional processes, analyzing databases and outputs to ensure data and financial integrity between the NAVSEA Corporate Suite of Financial Systems and local processes. The Contractor will provide an analysis of proposed changes and make recommendations to pertinent financial system update issues or specific data structures to ensure correctness and accuracy for prevention of application failures and/or requirements for the retrieval of specific financial data elements. The Contractor shall present findings in a written/graphical format, approximately four to six times a year, to NSWC PHD personnel as well as user community personnel at user group or system acceptance team meetings for determination of a proper course of action.

The Contractor shall support the NAVSEA N-ERP program office in the understanding and use of N-ERP functional modules, participating in business process reviews, and system testing upon request.

2.1.3 User Help Desk. The Contractor shall provide on-site personnel to support local help desk functions for the user community to expedite resolution of user issues with the NAVSEA Corporate Suite of Financial Systems and extraction of data from the RIMS legacy system. The Contractor shall provide on-site personnel to provide assistance to Comptroller personnel with data warehouse and network interface issues associated with the NAVSEA Corporate Suite of Financial Systems. The Contractor shall provide personnel to assist the user with the generation of unique excel spreadsheet reports and conversion of system reports to word or excel format.

2.1.4 Test and validation. The Contractor shall provided personnel experienced in the preparation and execution test plans, scripts, etc., to support Comptroller in the performance of Systems Acceptance Testing (SAT) of modifications made by the various CDA organizations to systems within the NAVSEA Corporate Suite of Financial Systems prior to the final release of new system updates. The Contractor shall document test results in the form of written test results and recommended changes for test failures.

2.2 Technical Support. The Contractor shall provide experienced Technical Specialists and Functional Analysts to maintain and/or develop financial processing data extracts built in Perl, SQL and OCIE diggers to report required financial information, consolidate data and maintain the integrity of the business operations. The Contractor must be knowledgeable and have experience with SOS, ILSMIS and DIFMS data structures and functional processing. These extract processes supplement the functionality provided by the NAVSEA Corporate Suite of Financial Systems and ensure that data and interfaces that require local action are provided for and maintained. These local processing extracts will be demonstrated and made available to other NSWC sites after installation at NSWC PHD.

The Contractor shall provide experienced Technical Specialists and Functional Analysts who are knowledgeable in the data and data structures of the NCSFS, as used by NSWC PHD. The Contractor shall be required to support and participate in the data cleanup and data cleansing activities to prepare for conversion to N-ERP.

The Contractor shall be responsible for maintaining business sensitive data that is received from external systems and any locally processed consolidations. This will require the Contractor to provide for data backups on the Governments' server and transferring media to the Contractor's site for off-site storage. The Contractor shall be responsible for storing this data in accordance with DoD Information assurance and security policies.

2.2.1 Scheduling and Interface Support. The NAVSEA Corporate Suite of Financial Systems is a

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conglomerate of various independent systems that are accessed both directly and through interfaces. These systems require processing schedule co-ordination to ensure the accuracy, integrity and timeliness of data. The Contractor shall complete the scheduling of job streams for each of the systems (DIFMS, SLDCADA, ILSMIS, and SOS) to ensure that the processing schedules are synchronized and produce accurate, integrated and timely financial data. The Contractor shall provide for the scheduling, modification and transmission of interfaces to the appropriate financial system (DIFMS, SLDCADA, ILSMIS or SOS).

2.2.2 Data Extracts. The Contractor shall provide the tools and data structures to develop and run local data extracts from SOS, ILSMIS and DIFMS; that are required to support the business operations as well as respond to data calls from NAVSEA Headquarters and other outside entities such as the Office of the Secretary of Defense (OSD) or the Financial Management Budget Office (FMB). The Contractor shall provided data tools and extracts within timeframes required by the data call action. For historical information, FY05 and prior, the extracted data will come from the retired RIMS legacy system.

2.2.3 Local Processing. The Contractor shall maintain the local processing schemas (e.g. NMCI cost distribution, cost transfer process, daily expenditure file processing, labor recon processing) developed during the financial system migration. These processes may require modifications and/or augmentation to support changes or updates to the NAVSEA Corporate Suite or other business process changes.

2.2.4 Systems Administration. The contractor shall provide systems administration functions for the servers supporting the Comptroller business operations and maintain HP VAX hardware capable of operating the retired RIMS application. The application requires that ACMS, TDMS and Oracle-DBMS be installed and operational on the VAX hardware. This access is required for historical data research to facilitate data cleaning efforts.

2.2.5 Emergency Service. The Contractor shall provide 24/7 on-call services to support the business operations and interfaces. These services include issues arising from delays in files from one system that is dependent on the output of another system (e.g. labor files from SLDCADA to DIFMS), issues arising from network connectivity or data file corruption, and coordinating schedules and uptime after one of the systems has an abnormal processing event. These services will be provided by Contractor staff that will respond by telephone and provide support services via data telecommunications. The standard response time, from emergency call-in to initial response by the Contractor, will be no more than two (2) hours.

2.3 Travel. The Contractor will have 1 - 2 personnel travel to NSWC PHD attend status review meetings for approximately 1-2 days each quarter. The Contractor shall have 1-2 personnel travel for approximately 3-4 days twice a year to places such as Lexington Park, MD; Washington, D.C.; Crane, IN; or Dahlgren, VA or Cleveland, OH to attend DFAS conferences, DIFMS User Conferences and System Acceptance Test (SAT) meetings.

2.4. Managerial Oversight. The Contractor shall provide management oversight of all contractor activities including planning, coordination, and technical activity. The Contractor shall provide budgetary, schedule and activity reporting specific to this tasking, in a form and format to be decided by the Government. The Contractor shall designate a single Point of Contact to co-ordinate activities with the Government designated Technical Representative.

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2.4.1 Monthly Status Reports. Monthly status reports will be prepared and submitted for each project status review meeting in accordance with the government/contractor agreed upon format. Status reports will reflect work status, funding summaries, problem areas and material ordering summaries.

2.5 Deliverables. The Contractor shall deliver: monthly status reports, functional user documentation for developed data extracts, e-mail or other documentation for system operational issues, and analysis of corporate feeder system inconsistencies/problems.

3.0 OTHER CONSIDERATIONS

3.1 Monthly Project Status Reviews. Project status review meetings will be held on site at NSWC PHD to assess the following:

- a. Project Status
- b. Potential problems
- c. Problem avoidance recommendations
- d. Scheduling
- e. Timing and resource requirements
- f. Funding Status

These reviews must be presented and tracked at the CLIN level of this contract.

3.2 Monthly Status Reports. Monthly status reports will be prepared and submitted for each project status review meeting in accordance with government/contractor agreed upon format. Status reports will reflect project status, funding summaries, problem areas, scheduling, material ordering summaries and action items. The reports must be segregated to reflect the management, tracking and status of each CLIN associated with this contract.

The following are Key Personnel Categories. The required number of resumes are identified below and submitted as follows:

Senior Manager (1 resume)

Senior Technical Specialist (1 resume per person)

Note: The offeror shall provide resumes for Key Personnel required to perform Section C, Performance Work Statement. By submitting this offer, the contractor certifies that all required key personnel identified in its proposal meet the desired personnel qualifications listed below.

3.3 Government Furnished Equipment/Property

Contractor working in Government buildings and occupying Government spaces will be granted use of Government furnished property to the extent necessary to perform the requirement of this order. The

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Government will provide no more than two (2) on-site workspaces for contractor personnel.

3.4 Access to Government Systems

Contractors will be granted both on-site and off-site access to all relevant Government Systems to necessary to meet the requirements of this order.

KEY PERSONNEL NUMBER OF RESUMES

Senior Manager: 1 resume.

Senior Technical Specialist (s): 1 resume (per person)

Resumes shall be written for selected individuals under those labor categories and shall reflect the general level of education and experience of all personnel under those labor categories.

KEY PERSONNEL QUALIFICATION REQUIREMENTS

All personnel proposed for Key Labor Categories shall be assigned full-time to

this requirement. By submitting an offer, the contractor certifies that all required key personnel identified in its proposal meet the required personnel qualifications shown below. The offeror must submit information that all personnel proposed by the offeror have a current Secret security clearance to the levels specified in Section C, Performance Work

The Government estimated labor hours shown below support a 12 month Base Period and are the same for each 12 month Option Period.

Categories:	Labor Hours
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Senior Manager*

Senior Technical Specialist(s)*

Technical Specialist(s)

Labor categories denoted with a single asterisk(*) are key labor categories.

OTHER DIRECT COSTS (ODCs). FEE ON ODC IS NOT AUTHORIZED.

See Section L.

LABOR CATEGORIES

PERSONNEL QUALIFICATION REQUIREMENTS:

The personnel resumes shall demonstrate EACH of the personnel qualifications listed below and that the experience is current, within the last 5 years.

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Senior Manager: KEY PERSONNEL- Experience to include:

1. At least ten (10) years experience in Automated Data Processing (ADP) that supports working capital fund financial systems/financial feeder systems with recent functional and technical experience within the past two years in financial applications, which must include DIFMS, SOS, ILSMIS, DTS, SLDCADA, WAWF and STAFS/RIMS.
2. At least five (5) years experience in Navy Working Capital Fund financial management systems functionality and data content required for data migration efforts to new systems, as well as the management of large scale development and/or maintenance efforts including financial management of project resources within budget, project plans, technical and budgetary status reporting. Experience to include management and technical direction of personnel working in all aspects of product development/analysis, i.e., analysis, design, documentation, software development, data base administration, system administration, networking and quality assurance.
3. At least five (5) years experience in analysis, design, interfacing and integration of software systems across multiple hardware and software platforms; and a working knowledge of secure transfer protocols across NMCI and legacy networks.
4. At least five (5) years experience in data conversion and data migration of financial/business systems applications data.
5. Educational Requirement: Masters Degree or higher in Business and IT related curriculum.

Senior Technical Specialist: KEY PERSONNEL – Experience to include:

1. At least ten (10) years experience in the development and maintenance of Navy Working Capital Fund applications.
2. At least two (2) years experience in functional analysis and knowledge of data content, development, interfacing and integration of the NAVSEA Corporate Suite of Financial Systems including DIFMS, ILSMIS, SOS, DTS and SLDCADA.
3. At least five (5) years experience in secure (SFTP) and non-secure (FTP) protocols for data exchange and file transfer.
4. At least two (2) years experience in the development and maintenance of Oracle SQL Plus scripts to support the extraction of data from databases within the NAVSEA Corporate Suite of Financial Systems.
5. At least two (2) years experience with Hewlett Packard's VAX hardware platform and OpenVMS operating system and ORACLE's Codasyl-DBMS to support the extraction of historical data from the retired RIMS system.
6. At least two (2) years experience with the Perl Programming Language and Microsoft's SQL Databases, SQL Enterprise Manager, SQL Query Analyzer, SQL Data Transformation Services (DTS) and DOS Batch Files to support the development and maintenance of local NSWC PHD

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processes.

7. Educational Requirement: Bachelors Degree or Higher in Business or IT related curriculum.

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SECTION D PACKAGING AND MARKING

Section D – Packaging and Marking

Packaging and Marking in accordance with Section D of SeaPort-e Multiple Award IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Section E – Inspection and Acceptance

ITEM 2000 AND (IF OPTIONS ARE EXERCISED) ITEM(S) 5000, 5100, 5200, and 5300 – Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and supplemented by the following performance assessment standard:

Task Order Performance Standard:

Monthly status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to three (3). The rating scale is specified in the table and defined below:

Rating Number Rating Description

3	Outstanding - Significantly Exceeds Expectation
2	Satisfactory - Meets Expectation
1	Unsatisfactory - Fails to Meet Expectation

Task Order acceptance will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of “Meets Expectation” or better.

PERFORMANCE MEASUREMENTS

1. *Criteria:* Provides clearly written data extract and script algorithm documentation.

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Measure: Data extract documentation accurately describes what functions the script is performing and matches the actual script output.

Outstanding: 100% accuracy.

Satisfactory: 95% to 99% accuracy.

Unsatisfactory: Less than 95% accuracy.

2. *Criteria:* Provides thorough analytical evaluations and recommended solutions for financial transaction discrepancies in DIFMS, CAS, DTS, SOS and ILSMIS.

Measure: Implementation of recommended solutions results in the correction of discrepant financial transactions in DIFMS, CAS, DTS, SOS and ILSMIS with no further analysis or actions required by the system user.

Outstanding: 100% discrepancies corrected with first attempt.

Satisfactory: 95% to 99% discrepancies corrected with first attempt.

Unsatisfactory: Less than 95% discrepancies corrected with first attempt.

3. *Criteria:* Performs proper coordinated scheduling of system job run streams in DIFMS, CAS, DTS, SOS and ILSMIS to insure quality and integrity of fiscal data.

Measure: Job run streams are run in a manner that results in transactions from DIFMS, CAS, DTS, SOS and ILSMIS being displayed in financial reports for the same periods of time, i.e., weekly, monthly, and fiscal year.

Outstanding: 100% of financial/feeder systems (DIFMS, CAS, DTS, SOS, and ILSMIS) transactions are in sync at least 50 weeks of the year.

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Satisfactory: 100% of the financial/feeder systems (DIFMS, CAS, DTS, SOS, and ILSMIS) transactions are in sync at least 46 weeks of the year.

Unsatisfactory: 100% of the financial/feeder systems (DIFMS, CAS, DTS, SOS, and ILSMIS) transactions are in sync less than 46 weeks of the year.

4. *Criteria:* Provides financial data extracts for response to data calls within prescribed timeframes.

Measure: Financial data extract information is accurate and delivered on time.

Outstanding: Data extract information is 100% accurate and is delivered one day prior to the required due date.

Satisfactory: Data extract information is 99% accurate and is delivered on the required due date.

Unsatisfactory: Data extract is less than 99% accurate and is delivered after the required due date.

5. *Criteria:* Performs system acceptance testing of new functionality in DIFMS, CAS, DTS, SOS and ILSMIS providing documentation of test results.

Measure: System acceptance testing (SAT) is accurate and complete and results in a correct validation of the new functionality.

Outstanding: SAT test scenarios are 100% accurate for each financial/feeder system (DIFMS, CAS, DTS, SOS and ILSMIS) the first time, and result in an accurate validation of the new functionality.

Satisfactory: SAT test scenarios are 99% accurate for each financial/feeder system requiring no more than one re-test for accurate validation of the new functionality.

Unsatisfactory: SAT test scenarios are less than 99% accurate for one or more financial/feeder system and require two or more re-tests for accurate validation of the new functionality.

6. *Criteria:* Provides timely user help desk support for resolution of issues in DIFMS, CAS, DTS, SOS and ILSMIS.

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Measure: Issues involving DIFMS, CAS, DTS, SOS and ILSMIS are documented and accurately resolved within prescribed timeframes.

Outstanding: 100% of system issues are accurately documented and resolved within required timeframes with no re-work required.

Satisfactory: 95% of system issues are accurately documented and resolved within required timeframes with re-work required on 3% or less of the issues.

Unsatisfactory: Less than 95% of system issues are accurately documented and resolved within required timeframes with re-work required on more than 3% of the issues.

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SECTION F DELIVERABLES OR PERFORMANCE

Section F – Deliveries or Performance

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

CLIN 2000 – 1/1/09 through 12/31/09

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

Option One

CLIN 5000 – 1/1/10 through 12/31/10

Option Two

CLIN 5100 – 1/1/11 through 12/31/11

Option Three

CLIN 5200 – 1/1/12 through 12/31/12

Option Four

CLIN 5300 – 1/1/13 through 12/31/13

Clauses to be incorporated in accordance with Section F of the Multiple Award basic contract.

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SECTION G CONTRACT ADMINISTRATION DATA

Section G

Contracting Officer's Representative
William Schlesinger
4363 Missile Way
Port Hueneme, CA 93043
William.Schlesinger @navy.mil
(805) 228-6148

Contracting Officer
Cathleen Ellison
4363 Missile Way
Port Hueneme, CA 93043
Cathleen.Ellison@navy.mil
(805) 228-0601

Contract Specialist
Ms. Soledad Credo
4363 Missile Way
Port Hueneme, CA 93043
Soledad.Credo@navy.mil
(805) 228-7570

Other terms and conditions are in accordance with Section G of the SeaPort-e Multiple Award basic contract.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

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

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

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should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

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

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

Type of Document(s) (*contracting officer check all that apply*)

- ☐ Invoice (FFP Supply & Service)
- ☐ Invoice and Receiving Report Combo (FFP Supply)
- ☒ Invoice as 2-in-1 (FFP Service Only)
- ☐ Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- ☐ Receiving Report (FFP, DD250 Only)

-

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N63394</u>
Admin DODAAC	<u>S0154A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u></u>
Service Acceptor DODAAC	<u>N63394</u>
Service Approver DODAAC	<u>N63394</u>
Ship To DODAAC	<u>N63394</u>
DCAA Auditor DODAAC	<u></u>
LPO DODAAC	<u>N63394</u>

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Inspection Location

DESTINATION

Acceptance Location

DESTINATION

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

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

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

Send Additional Email Notification To:
William.Schlesinger@navy.mil

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

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the local WAWF point of contact Karen Dawley (805) 228-0921 or Karen.dawley@navy.mil

(End of Text)

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Accounting Data

SLINID PR Number Amount

 2000AA 83547256
 LLA :
 AA 97X4930 NH1K 000 77777 063394 2F 000000 7009ABIND3J2
 Labor in support of CLIN 2000

2000AB 83547260
 LLA :
 AB 97X4930 NH1K 000 77777 063394 2F 000000 7009ABIND3J2
 Travel in Support of CLIN 2000

BASE Funding
 Cumulative Funding

MOD 01

5000AA 93424162
 LLA :
 AB 97X4930 NH1K 000 77777 063394 2F 000000 7000ABIND3J2
 FED/WCD: non-exp
 In support of Labor

5000AB 93424168
 LLA :
 AB 97X4930 NH1K 000 77777 063394 2F 000000 7000ABIND3J2
 FED/WCD: non-exp
 In support of ODCs

MOD 01 Funding
 Cumulative Funding

MOD 02

2000AB 83547260
 LLA :
 AB 97X4930 NH1K 000 77777 063394 2F 000000 7009ABIND3J2
 MOD 02/PARTIAL DE-OB OF
 Travel in Support of CLIN 2000

MOD 02 Funding
 Cumulative Funding

MOD 03

5100AA 03288031
 LLA :
 AC 97X4930 NH1K 000 77777 0 063394 2F 000000 7IN1007003J2
 FS: Other
 Funding in support of CLIN 5100.

5100AB 03288032
 LLA :
 AC 97X4930 NH1K 000 77777 0 063394 2F 000000 7IN1007003J2
 FS: Other
 Funding in support of CLIN 5100.

MOD 03 Funding
 Cumulative Funding

MOD 04 Funding
 Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H – Special Contract Requirements

Special contract requirements (Section H Clauses) shall be in accordance with Section H of Seaport-e Multiple Award IDIQ contracts and as describe below.

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.

FAR 52.219-14 LIMITATION ON SUBCONTRACTING (DEC 1996)

- (a) This clause does not apply to the unrestricted portion of a partial set-aside.
- (b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for—
 - (1) *Services (except construction)*. At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.
 - (2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.
 - (3) *General construction*. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.
 - (4) *Construction by special trade contractors*. The concern will perform at least 25 percent of the

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cost of the contract, not including the cost of materials, with its own employees

In accordance with the terms and conditions of the Multiple Award basic contract.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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

REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and NSWC PHD branch-level organizational code supported.

CERTIFICATION OF NON-DISCLOSURE STATEMENT

Contractor shall provide to the PCO Non-Disclosure Statements (Attachment (2)) from all contractor

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personnel working on-site at NSWC PHD immediately upon start of work in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and organizational code supported.

PHD NSWC CONTRACTOR'S LEAN PARTICIPATION REQUIREMENT

The contractor may be required to participate in Government conducted Value Stream Analyses (3 days) or Rapid Improvement Events (5 days). The contractor will be given at least 30 days notice before requested participation. Contractor expenses incurred during these events will be paid by the government. After a Rapid Improvement Event, the contractor shall implement any identified process improvements and report associated cost savings to the government. In addition, the contractor shall report contractor generated process improvements (not resulting from government conducted lean events) and report associated cost savings to the government.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTION (APR 1999)

(a) Performance of the 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 or 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 description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the 'CHANGES' clause of this contract; (3) increase or decrease the task order price or

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estimated contract amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the contract.

(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 this task order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the

Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

Note: Technical Instructions are authorized only to provide further guidance on a defined scope of work but are not authorized to direct additional work. TI's will be forwarded to the contractor via the Contracting Officer within 2 days of issuance.

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SECTION I CONTRACT CLAUSES

Section I – Contract Clauses

In accordance with the SeaPort-e Multiple Award basic contract for Firm Fixed Price (FFP) Task Orders.

CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS)/PAST PERFORMANCE INFORMATION RETRIEVAL SYSTEM (PPIRS)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at: www.cpars.csd.disa.mil Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and may be extended on a case by case basis. Failure to review the report at this time will not prevent the Government from using the report.

(c) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (but not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

(d) Additionally the Government in conducting source selection may access Past Performance Information Retrieval System (PPIRS). This system provides timely and pertinent contractor past performance information for use in making source selection decisions. PPIRS assist Federal acquisition officials make source selections by serving as the single source for contractor past performance data. Past performance information includes, for example, the contractor's record of conforming to contract requirements and to standards of good workmanship; the contractor's record of forecasting and controlling costs; the contractor's adherence to contract schedules, including the administrative aspects of performance; the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the contractor's business-like concern for the interest of the

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customer. Confidence in a prospective contractor's ability to satisfactorily perform contract requirements is an important factor in making best value decisions in the acquisition of goods and services. Past performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered.

(e) Contractors may view only their own data at www.ppirs.gov. Contractor access to PPIRS is gained through the Central Contractor Registration (CCR) (www.ccr.gov) process. A contractor must be registered in CCR and must have created a Marketing Partner Identification Number (MPIN) in the CCR profile to access their PPIRS information.

FAR 52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the period of performance.

(End of Clause)

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDIQ contract is subject to the exercise of Option 1 of the basic IDIQ contract.

CLINs and corresponding Dates will be filled-in at Task Order Award

FAR 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 TBD

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or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

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

(End of Clause)

FAR 52.222-1 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)

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FAR 52.224-2 -- Privacy Act. (Apr 1984)

(a) The Contractor agrees to --

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

(i) The systems of records; and

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

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

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

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

(c)

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

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

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

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachement 1 Cost Summary Format in accordance with Section L&M
 Attachemtn 2 Non Disclosure Statement