

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 3

2. AMENDMENT/MODIFICATION NO.  
04

3. EFFECTIVE DATE  
11-May-2016

4. REQUISITION/PURCHASE REQ. NO.  
1300567342

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N61331

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, PANAMA CITY  
110 Vernon Avenue  
Panama City FL 32407-7001  
jamell.kilgore@navy.mil 850-636-6039

DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Technical Systems Integration  
816 Greenbrier Circle, Suite 208  
Chesapeake VA 23320

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4147-HR14

10B. DATED (SEE ITEM 13)

01-Jun-2015

CAGE CODE  
0WWV3

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)

SEE SECTION G

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

- A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: IAW FAR 52.232-22 'Limitation of Funds'
- 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)

Joel T Roberson, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Joel T Roberson

(Signature of Contracting Officer)

11-May-2016

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

**GENERAL INFORMATION**

**AUTHORITY: FAR 52.232-22 Limitation of Funds:**

The purpose of this modification is to exercise option year one (1), and fully fund for option year one (1) [REDACTED] under CLIN's 8100 and 9100; and Accordingly, said Task Order is modified as follows:

A. Funding in the amount of [REDACTED] for CLIN 8100 (Labor) and [REDACTED] for CLIN 9100

(ODC) is hereby obligated to this task order. SLINs 810001 and 910001 are added to the order.

**B. SECTION B – Establish New SLINs: 810001 and 910001**

SLIN 810001 has been incorporated into the Task Order and funded for [REDACTED]

SLIN 910001 has been incorporated into the Task Order and funded for [REDACTED]

**C. The funding profile for CLIN 8100 is as follows:**

CLIN 8100	FROM	BY	TO
Funded Labor	\$0.00	[REDACTED]	[REDACTED]
Total Funded	\$0.00	[REDACTED]	[REDACTED]

**D. The funding profile for CLIN 9100 is as follows:**

CLIN 9100	FROM	BY	TO
Funded ODC	\$0.00	[REDACTED]	[REDACTED]

**E. The Total Task Order funding profile is updated as follows:**

	FROM	BY	TO
Funded Labor	\$0.00	[REDACTED]	[REDACTED]
Funded ODC	\$0.00	[REDACTED]	[REDACTED]
Total Funded	\$0.00	[REDACTED]	[REDACTED]

The total amount of funds obligated to the Task Order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED]

This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding is [REDACTED]. The amount of [REDACTED] shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

F. The performance period is from 1 June 2016 through 31 May 2017.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 1 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	BASE (YEAR 1) FFP. SEE SECTION B, note D. The Contractor shall provide AIRBORNE MINE COUNTERMEASURE (AMCM) PERFORMANCE SUPPORT SYSTEM (PSS) LIFE CYCLE MANAGEMENT in accordance with Performance Work Statement contained in Section C, Contract Data Requirements List (CDRLs), DD1423 and any other attachments identified in Section J. (OPN)	12.0	MO		
800001	R425	Incremental Funding in the amount of \$591,145.17 (O&MN,N)				
800002	R425	Incremental Funding in the amount of \$348,840.00 (OPN)				
800003	R425	Incremental Funding in the amount of \$242,305.11 (O&MN,N)				
8100	R425	OPTION 1 (YEAR 2) FFP. SEE SECTION B, notes B,& D. The Contractor shall provide AIRBORNE MINE COUNTERMEASURE (AMCM) PERFORMANCE SUPPORT SYSTEM (PSS) LIFE CYCLE MANAGEMENT in accordance with Performance Work Statement contained in Section C, Contract Data Requirements List (CDRLs), DD1423 and any other attachments identified in Section J. (O&MN,N)	12.0	MO		
8200	R425	OPTION 2 (YEAR 3) FFP. SEE SECTION B, notes B,& D. The Contractor shall provide AIRBORNE MINE COUNTERMEASURE (AMCM) PERFORMANCE SUPPORT SYSTEM (PSS) LIFE CYCLE MANAGEMENT in accordance with Performance Work Statement contained in Section C, Contract Data Requirements List (CDRLs), DD1423 and any other attachments identified in Section J. (O&MN,N)  Option	12.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	BASE (YEAR 1) COST. SEE SECTION B, NOTES C & D. OTHER DIRECT COST IN SUPPORT OF CLIN 8000. (OPN)	1.0	LO	
900001	R425	Incremental funding in the amount of \$106,533.70. (O&MN,N)			
900002	R425	Incremental Funding in the amount of \$53,267.00 (OPN)			
900003	R425	Incremental Funding in the amount of \$53,266.70 (O&MN,N)			

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9100	R425	OPTION 1 (YEAR 2) COST. SEE SECTION B, NOTES B,C,& D. OTHER DIRECT COST IN SUPPORT OF CLIN 8100. (O&MN,N)	1.0	LO	██████████
9200	R425	OPTION 2 (YEAR 3) COST. SEE SECTION B, NOTES B, C,& D. OTHER DIRECT COST IN SUPPORT OF CLIN 8200. (O&MN,N)  Option	1.0	LO	██████████

**NOTES:**

**NOTE A: LEVEL OF EFFORT**

For Labor Items, Offerors shall propose the level of effort specified for this CLIN in this Section B. The CLIN structure and corresponding level of effort in this Section B reflects the Task Order structure that will be awarded to the successful Offeror. Subcontractor labor costs shall be billed under these line items.

**NOTE B: OPTION TERM**

Option item to which the OPTION clause in SECTION I apply and which is to be supplied only if and to the extent said Option is exercised.

**NOTE C: OTHER DIRECT COSTS (ODCs)**

These items are non-fee bearing CLINs (9000 series) and shall be priced as cost-only. Non-fee bearing refers to fee (i.e., profit), not to allowable indirect costs or burdens.

**NOTE D: CONTRACTS CROSSING FISCAL YEARS**

In Accordance with DFARS 232.703-3, this Task Order includes several services that being in one fiscal year and end in the next fiscal year. For CLINs and SLINs annotating Note D, 10 U.S.C. 2410 (a) authority applies which authorizes use of an appropriation beyond the normal expiration date to fund severable services for a period of performance of less than twelve (12) months; the CLIN must begin in the fiscal year the appropriation would normally have been available.

**CLAUSES INCORPORATED IN FULL TEXT:**

**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 \$500 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.

**HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

appropriate, shall apply separately and independently to each separately identified estimated cost.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs: (i) travel at U.S. Military Installations where Government transportation is available,(ii) travel performed for personal convenience/errands, including commuting to and from work, and (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

**HQ B-2-0023 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST/FIXED PRICE) (FEB 1997)**

This contract includes the following mixture of cost reimbursement and fixed price line items:

CONTRACT LINE ITEM (CLIN)	TYPE
8000	FFP
8100	FFP
8200	FFP
9000	COST
9100	COST
9200	COST

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 4 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT FOR AIRBORNE MINE COUNTERMEASURES (AMCM) PERFORMANCE SUPPORT SYSTEM (PSS) LIFE CYCLE MANAGEMENT

#### 1.0 SCOPE

The Airborne Mine Countermeasures (AMCM) Performance Support System (PSS) consists of Interactive Electronic Technical Manuals (IETM), Computer Based Training (CBT), and Just-in-Time Training (JIT) housed on laptop computers. The use of the AMCM PSS is critical for the AMCM community to fulfill its operational mission. This performance work statement (PWS) defines the requirements for updating the Life Cycle Management of the AMCM PSS.

#### 1.1 Background

These instructional programs were developed and implemented for the AMCM community and include initial qualification, refresher, and just-in-time training. These training programs are based upon specific job tasks and have resulted in development of a syllabus consisting of a series of academic curricula, laboratory, and aircraft training events. These training programs have consummated specific behavioral objectives, lesson organization, media selection, and training support requirements.

These sophisticated instructional programs require recurring revision and maintenance (R&M) support to maintain currency and quality of the courseware and technical manuals. The level of support requires familiarity with AMCM weapon systems maintenance procedures used in the organizational, intermediate, and depot level repair facilities and operational procedures used in the conduct of operational missions. Experience at ascertaining the impact of Engineering Change Proposals (ECPs) on existing AMCM training programs and technical manuals is also required. Additionally, recent and broad depth of experience in creating and life cycle managing of Performance Support Systems is required.

#### 1.2 Acronyms

AMCM	Airborne Mine Countermeasures
CBT	Computer Based Training
CHTWL	Commander, Helicopter Tactical Wing Atlantic
ECP	Engineering Change Proposal
HAZMAT	Hazardous Materials
IETM	Interactive Electronic Technical Manuals
ILS	Integrated Logistics Support
JIT	Just-In-Time Training
NSWC PCD	Naval Surface Warfare Center Panama City Division
PCD	Publication Change Directive
PSS	Performance Support System
PWS	Performance Work Statement
QA	Quality Assurance
R&M	Revision and Maintenance
TMCR	Technical Manual Contract Requirements
TPDR	Technical Publication Deficiency Report
XML	Extensible Markup Language
XSLT	Extensible Stylesheet Transformations

#### 2.0 APPLICABLE DOCUMENTS

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 5 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The following documents, of the exact issue shown, form a part of this PWS to the extent specified herein. In the event of conflict between the documents referenced and the contents of this PWS, the PWS shall supersede. Second tier and lower references, (i.e., those referenced in the primary references) shall be used for guidance only.

## 2.1 Military Standards

MIL-STD-3001	Digital Technical Information for Multi-Outlet Presentation of Technical Manuals, Test and Troubleshooting Procedures
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## 2.2 Military Specifications

AMCM TMCR	AMCM Technical Manual Contract Requirements
MIL-PRF-29612B	Training Data Products
MIL-DTL-81927	Manuals, Technical: Work Package Style, Format And Common Technical Content Requirements; General Specification for (Work Package Concept)

## 2.3 Other Documents

NAVAIR 00-24-700	Guide to General Style and Format to Work Package Technical Manuals
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## 3.0 REQUIREMENTS

3.1 The contractor shall report progress on a monthly basis discussing progress, issues and resolution, and costs to date. (CDRL A001)

3.2 The contractor shall maintain Life Cycle Configuration Management on operating software and hardware for 57 PSS computers. Travel required to update software and hardware will be 4 trips to Norfolk VA annually. (CDRL A002, A003)

3.3 The contractor shall provide operating software, data files and hardware maintenance support on 57 total PSS laptops. (CDRL A002, A003)

3.4 The contractor shall update all files associated with IETMs, CBT, and PSS delivery. There will be approximately 40 manuals updated per year or 10 per quarter. (CDRL A002, A003)

3.5 The contractor shall develop IETMS such that the IETM is interactive through dialog boxes and user prompts, text and graphics simultaneously displayed in separate windows when keyed together, and authored directly to database for interactive electronic output. The XML file, transformed via XSLT, shall be viewable using Microsoft Internet Explorer 7.0 or later. The Government will own the data and may reproduce, change, and update the source files throughout the systems operational life. The provided database and DTD shall be used to define the organization and logical structure of elements, entities, and attributes, as specified. Update to S1000D XML IETM format an estimated two manuals each year as directed by NSWC PCD. (CDRL A002, A003)

3.6 The contractor shall add additional IETMs and CBT to PSS developing Front-End Graphics and hyperlinking to cover page of document or main menu. The contractor shall research IETM recommended review changes. Some changes come without mark-ups so research to get the information and write procedural steps is accomplished. There will be approximately 160 or 40 per quarter Publication Change Directives (PCDs) per year. (CDRL A002, A003)

3.7 The contractor shall review and update the read.me file that lists all IETMs/CBT courses and changes made for that version. (CDRL A002, A003)

3.8 The contractor shall attend Working Group Meetings such as PSS version review meetings, PSS IPTs, etc. Approximately 2 trips annually will be required. (CDRL A002, A003)



CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 6 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.9 The contractor shall attend a weekly meeting (day to be provided by the Government) at Naval Surface Warfare Center Panama City Division (NSWC PCD). TPDR issues will be discussed and resolved at these weekly meetings. Contractor will supply personnel capable of addressing these issues at the weekly meeting. (CDRL A002, A003)

3.10 The contractor shall develop PSS Menus and hyperlinks for access to additional IETMs/CBT/OJT. (CDRL A002, A003)

3.11 The contractor shall develop front end programming for the IETM DVD and the PSS DVD so they will auto run, read from disk, or load to CPU. (CDRL A002, A003)

3.12 The contractor shall develop file and folder structures for IETM DVD and PSS DVD and publish semi-annually. (CDRL A002, A003)

3.13 The contractor shall label/verify functionality/QA DVD and DVD for NSWC PCD review. (CDRL A002, A003)

3.14 The contractor shall incorporate review changes prior to DVDs final delivery. The contractor shall also develop a matrix that shows where changes have been made for NSWC PCD review. (CDRL A002, A003)

3.15 The contractor shall perform quality assurance (QA) reviews on final DVDs prior to delivery. (CDRL A002, A003)

3.16 The contractor shall verify received information/materials and review for discrepancies along with possible application to other technical manuals and training. (CDRL A002, A003)

3.17 The contractor shall perform searches in applicable manuals identifying any additional areas or work packages that the change request may apply. (CDRL A002, A003)

3.18 The contractor shall inform NSWC PCD of conflicting data or technical inaccuracies in change requests and issues with other manuals. (CDRL A002, A003)

3.19 When conflicting data is identified, the contractor shall obtain additional technical information to verify/validate change request with technical representatives and NSWC PCD. (CDRL A002, A003)

3.20 The contractor shall write procedures for change requests and validate changed procedures with NSWC PCD during In-Process Review. (CDRL A002, A003)

3.21 The contractor shall incorporate any additional change requests into appropriate manual(s). (CDRL A002, A003)

3.22 The contractor shall review updated data for proper format per TMCR Requirements. (CDRL A002, A003)

3.23 The contractor shall verify any additional changes applicable to change requests. (CDRL A002, A003)

3.24 The contractor shall update the TPDR page in manual and PSS read-me file that identifies changes incorporated. (CDRL A002, A003)

3.25 The contractor shall globally update effective paragraphs with table of contents and Alphabetical Indexes (WP and Main) and applicable tables. (CDRL A002, A003)

3.26 The contractor shall globally update effective part numbers (GAPL) with Numerical Index of Part Numbers and Item Numbers in WP text. (CDRL A002, A003)

3.27 The contractor shall globally update effective reference designations with Numerical Index of Reference Designations. (CDRL A002, A003)

3.28 The contractor shall globally update effective HAZMAT and HMWS page. (CDRL A002, A003)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 7 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

3.29 The contractor shall globally update warnings and cautions with Warning Page. (CDRL A002, A003)

3.30 The contractor shall cross reference Part Numbers with FEDLOG (Subscription Service). (CDRL A002, A003)

3.31 The contractor shall receive and track all CBT change requests from CHTWL and provide quarterly report to NSWC PCD. Contractor will receive approximately 100, or 25 per quarter, Computer Based Training (CBT) Changes per year. (CDRL A002, A003)

3.32 The contractor shall validate CBT change requests. (CDRL A002, A003)

3.33. The contractor shall review all IETM change requests (TPDRs, PCDs, ECPs, Mark-ups, etc.) for possible updates to CBT/OJT on PSS. (CDRL A002, A003)

3.34 The contractor shall update and create graphics and text/programming changes for CBT lessons. (CDRL A002, A003)

3.35 The contractor shall incorporate CBT/OJT changes and verify CBT changes against change request. (CDRL A002, A003)

3.36 The contractor shall update any PSS changes applicable to CBT request (i.e., menus, read-me files). (CDRL A002, A003)

3.37 The contractor shall perform QA on CBT/OJT against MIL-STD and change request and on any changes applicable to PSS (i.e., menus, read-me files). (CDRL A002, A003)

3.38 The contractor shall validate CBT changes with CHTWL during in-process reviews. (CDRL A002, A003)

3.39 The contractor shall incorporate any additional review changes requested by Commander, Helicopter Tactical Wing Atlantic (CHTWL). (CDRL A002, A003)

3.40 The contractor shall furnish updated source files to NSWC PCD after the release of a new version of IETMs. (CDRL A002, A003)

3.41 A minimum of 2 PSSs version releases will be delivered to fleet each FY (March and September). Assume for 1 of the 3 years a third PSS will be delivered to the fleet during a FY. (CDRL A002, A003)

3.42 The contractor shall update AMCM drawings to support PSS. (CDRL A002, A003)

3.43 The contractor shall convert AMCM manuals to S1000D format. (CDRL A002, A003)

3.44 The contractor shall support Q 24 integrated logistics support (ILS) and hardware. (CDRL A002, A003)

3.45 The contractor shall produce disk of applicable manuals for Foreign Military Sales. (CDRL A002, A003)

3.46 The contractor shall update and deliver, with each issuance of PSS, the AMCM PSS Configuration Management Report.

3.47 The Government anticipates travel to the following locations to support this requirement:

a) Norfolk, VA

3.47.1 The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded.

3.47.2 However, under no circumstances may the contractor travel to a destination other than those travel expenses are limited by the Joint Travel Regulations (JTR) specified above without the expressed written

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 8 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

consent of the Contracting Officer.

### 3.48 Material Purchases

Only items directly used for this order, for work within the scope, shall be purchased under the material line item. Material purchase above \$3,000 shall be approved by the PCO prior to purchase by the Contractor. The purchase request shall be itemized and contain the cost or price analysis performed by the Contractor to determine the reasonableness of pricing. The request and supporting documentation shall be submitted, in writing (e-mail is preferred), to the COR for concurrence prior to being submitted to the PCO for approval. The COR shall review and provide approval for material purchases at and below \$3,000. Information Technology (IT) equipment, or services must be approved by the proper NSWC PCD approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the Contracting Officer for review and approval prior to purchase. The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

## 4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

### 4.1 Government Furnished Information

The Government will provide the Contractor with access to any updated AMCM weapon system IETM and CBT source files, program engineering, training and logistic support documentation, including maintenance publications, engineering drawings, and instruction manuals, inclusive of Illustrated Parts Breakdown (IPB) manuals. The Government will provide an empty GFI database, an XSLT, and a Document Type Definition (DTD). All GFI shall be returned to NSWC PCD within 10 days after completion of the Task Order unless otherwise directed by the Contracting Officer in writing.

### 4.2 Access to Government Facilities

Access to Government buildings is from 0600 to 1800 Monday through Friday, except Federal holidays. The Contractor shall establish the work hours for their personnel to meet the requirements of this Task Order.

Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building or facility whenever Contractor employee(s) are performing work under this contract. Contractor personnel are not allowed to access any Government buildings outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

## 5.0 DELIVERABLES

All data deliveries shall be in accordance with the schedule as specified in the attached Contract Data Requirements List (CDRL), DD Form 1423, Exhibit A.

## 6.0 PERIOD OF PERFORMANCE

The Period of Performance for this task order will be from effective date (base year) to twelve months thereafter. There are two option periods of twelve months each for a total contract period of performance of three (3) years, if options are exercised. See Section F.

## 7.0 SECURITY

This task is UNCLASSIFIED. Performance under this contract will not require the contractor to access nor generate classified material.

### 7.1 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility,

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 9 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

or submit an Electronic Questionnaire for Investigation Processing (SF 86) to NSWC PCD Security for processing and subsequent adjudication by the DON Central Adjudication Facility.

## **7.2 Minimum Protection Requirements for Controlled Unclassified Information:**

Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., FOUO, Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible webserver or transmitted over the Internet unless appropriately encrypted.

## **7.3 Controlled Unclassified Information (CUI)**

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

## **7.4 For Official use Only (FOUO)**

FOUO is a document designation, not a *classification*. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, disclosure to the public of the information would reasonably be expected to cause a foreseeable harm to an interest protected by one or more provisions of the FOIA. This includes information that qualifies for protection pursuant to the provisions of the Privacy Act of 1974, as amended. FOUO must be marked, controlled and safeguarded in accordance with DoD 5200.01, Vol. 4, DoD Information Security Program: Controlled Unclassified Information (CUI), February 24, 2012.

## **7.5 Security of Unclassified DoD Information on Non-DoD Information Systems (DoD 8582.01)**

### **7.5.1 DoD Policy**

Adequate security be provided for all unclassified DoD information on non-DoD information systems. Appropriate requirements shall be incorporated into all contracts, grants, and other legal agreements with non-DoD entities.

### **7.5.2 Applicability**

Information Safeguards are applicable to unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems, to the extent provided by the applicable contract, grant, or other legal agreement with the DoD.

### **7.5.3 Information Safeguards**

Unclassified DoD information that has not been cleared for public release may be disseminated by the contractor, grantee, or awardee to the extent required to further the contract, grant, or agreement objectives, provided that the information is disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples include:

- a. Non-public information provided to a contractor (e.g., with a request for proposal).
- b. Information developed during the course of a contract, grant, or other legal agreement (e.g., draft documents, reports, or briefings and deliverables).
- c. Privileged information contained in transactions (e.g., privileged contract information, program schedules, contract-related event tracking).

It is recognized that adequate security will vary depending on the nature and sensitivity of the information on any given non-DoD information system. However, all unclassified DoD information in the possession or control of non-DoD entities on non-DoD information systems shall minimally be safeguarded as follows:

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 10 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- a. Do not process unclassified DoD information on publically available computers (e.g., those available for use by the general public in kiosks or hotel business centers).
- b. Protect unclassified DoD information by at least one physical or electronic barrier (e.g., locked container or room, logical authentication or logon procedure) when not under direct individual control of an authorized user.
- c. At a minimum, overwrite media that have been used to process unclassified DoD information before external release or disposal.
- d. Encrypt all information that has been identified as CUI when it is stored on mobile computing devices such as laptops and personal digital assistants, compact disks, or authorized removable storage media such as thumb drives and compact disks, using the best encryption technology available to the contractor or teaming partner.
- e. Limit transfer of unclassified DoD information to subcontractors or teaming partners with a need to know and obtain a commitment from them to protect the information they receive to at least the same level of protection as that specified in the contract or other written agreement.
- f. Transmit e-mail, text messages, and similar communications containing unclassified DoD information using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and transport layer security (TLS).
- g. Encrypt organizational wireless connections and use encrypted wireless connections where available when traveling. If encrypted wireless is not available, encrypt document files (e.g., spreadsheet and word processing files), using at least application-provided password protected level encryption.
- h. Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- i. Do not post unclassified DoD information to website pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to website pages that control access by user identification and password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies during transmission. Access control may be provided by the intranet (vice the website itself or the application it hosts).
- j. Provide protection against computer network intrusions and data exfiltration, minimally including:
  - (1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
  - (2) Monitoring and control of both inbound and outbound network traffic (e.g., at the external boundary, sub-networks, individual hosts), including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
  - (3) Prompt application of security-relevant software patches, service packs, and hot fixes.
- k. Comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, proprietary, critical program information (CPI), personally identifiable information, export controlled) as specified in contracts, grants, and other legal agreements.
- l. Report loss or unauthorized disclosure of unclassified DoD information in accordance with contract, grant, or other legal agreement requirements and mechanisms.
- m. Do not use external IT services (e.g., e-mail, content hosting, database, document processing) unless they provide at least the same level of protection as that specified in the contract or other written agreement.

## **7.6 Operations Security**

Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 11 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.); and
- Security classification of equipment, systems, operations, etc.

The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- Practice OPSEC and facilitate OPSEC awareness;
- Immediately retrieve documents from printers assessable by the public;
- Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- Protect information from personnel without a need-to-know;
- When promulgating information, limit details to that essential for legitimacy;
- During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

## **8.0 RELEASE OF INFORMATION**

Release of information shall be in accordance with Section I, DFARS Clause 252.204-7000, Disclosure of Information.

## **9.0 PERFORMANCE BASED REQUIREMENTS**

This requirement is performance based. The contractor's performance will be evaluated by the government as described in the Quality Assurance Surveillance Plan (QASP). The first evaluation will cover the period ending six months after date of contract award with successive evaluations being performed at the end of each twelve-month period of performance thereafter until the contractor completes performance under all tasks. Evaluations will be posted to the Contractor Performance Assessment Report System (CPARS).

The Contractor's performance under this task order will be evaluated in the following areas:

- Quality of Product/Service
- Schedule
- Cost Control
- Business Relations
- Management of Key Personnel

The following five level assessment rating system will be used to evaluate a Contractor's performance.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 12 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Overall Performance	
Rating	Standard
Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

The Contractor may obtain more information regarding the CPARS process at the following internet site: <https://www.cpars.gov/>

#### 10.0 Performance Objectives, Standards and Acceptable Quality Level (AQL)

The Task Order service requirements are summarized below into Performance Objectives, Performance Standards and AQLs that relate directly to mission essential items. The performance thresholds describe the minimally acceptable levels of service required for each requirement and are considered critical to mission success. Procedures as set forth in the FAR 52.246-4, Inspection of Services – Fixed Price, shall be utilized to remedy all deficiencies.

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.2, 3.3	Maintain Life Cycle Configuration Management on operating software and hardware for 57 PSS computers. Provide operating software, data files and hardware maintenance support on 57 total PSS laptops	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.5 – 3.40	Develop IETMS such that the IETM is interactive through dialog boxes and user prompts, text and graphics simultaneously displayed in separate windows when keyed together, and authored directly to database for interactive electronic output. The XML file, transformed via XSLT, shall be viewable using Microsoft Internet Explorer 7.0 or later. Update to S1000D XML IETM format an estimated two manuals each year	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 13 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)
PWS Paragraph 3.41	Provide technical support to NSWC PCD logistics personnel with configuration management database and perform necessary system administrator functions. Oversee database configuration and coordinate with developing contractor as necessary.	Services and documentation provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	90% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.42	Update of AMCM drawings to support PSS	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.43	Convert AMCM manuals to S1000D format.	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.
PWS Paragraph 3.44	Provide integrated logistics support (ILS) for Q24 hardware	Services and materials provided in a consistent and timely manner. Services and reports are delivered IAW agreed upon schedules.	100% of reviews require no more than two (2) review/comment/approval cycles, to meet acceptance.

## 11.0 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING (ECMR)

The Contractor shall report ALL Contractor labor hours (including Subcontractor labor hours) required for performance of services provided under this contract for NSWC PCD via a secure data collection site. The Contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government Fiscal Year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

## 12.0 GOVERNMENT/CONTRACTOR RELATIONSHIP

(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, subcontractor, and consultant personnel shall wear prominent displayed identification badges at all times when performing work on NSWC PCD property or attending meetings in the performance of this Task Order. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NSWC PCD employees. In addition, when working on NSWC PCD property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NSWC PCD employees.

(c) The Contractor is responsible for supervision of all contractor personnel assigned to this task order. The Contractor shall exercise ultimate control over all aspects of Contractor personnel day-to-day work under this task order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under



CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 14 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

this task order including the work of its Contractor personnel.

Contractor personnel under this task order shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
  - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NSWC PCD contracts, or become a part of the Government organization.
  - (3) Be used in administration or supervision of Government procurement activities.
  - (4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.
- (d) Employee Relationship:
- (1) The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
  - (2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NSWC PCD under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.
- (e) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.
- (1) Payments by the Government under this contract are not subject to the Federal income tax withholdings.
  - (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
  - (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
  - (4) The contractor is not entitled to workman's compensation benefits by virtue of this contract.
  - (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
- (1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
  - (2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
    - (i) confirm the conduct is in violation and when necessary direct the mode of further performance,
    - (ii) countermand any communication regarded as a violation
    - (iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 15 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

### **13.0 SUBCONTRACTOR/CONSULTANTS**

(a) In addition to the information required by FAR 52.244-2 in the contractor's basic Seaport-e contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing agreement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Task Order:

(1) A copy of the proposed sub-contractors cost or price proposal.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) Seaport-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a Seaport-e prime, (ii) rate caps that are no higher than the subcontractor's prime Seaport-e contract.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these addition firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) As required by FAR 15.404-3(b) the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant.

(c) T&M pricing agreements require an accounting system rating of adequate. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed Seaport-e limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

### **14.0 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2005)**

(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 performance of this contract.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 16 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 re-competition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the Contractor, Subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant PCO, 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 PCO. 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 PCO in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

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

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

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

(n) Compliance with this requirement is a material requirement of this contract.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 17 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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**CLAUSES INCORPORATED IN FULL TEXT:**

**HQ C-1-001 ITEM(S) - DATA REQUIREMENTS (NAVSEA) (SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A, attached hereto.

**HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

**HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal 12 September 2015 in response to NAVSEA Solicitation No. N00024-14-R-3381.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 18 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**SECTION D PACKAGING AND MARKING**

**CLAUSES INCORPORATED IN FULL TEXT:**

**HQ D-1-0001 DATA PACKAGING LANGUAGE**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

**HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)**

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- 1) Name and Business address of the Contractor
- 2) Contract number
- 3) Task Order number
- 4) Whether the contract was competitively or non-competitively awarded
- 5) sponsor

Name of Individual Sponsor  
Name of Requiring Activity  
City and State

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

**DISTRIBUTION LIMITATION STATEMENT:**

Documentation generated under this order shall have the following Distribution Limitation Statement and Destruction Notice affixed to the front cover and title page (if any):

**DISTRIBUTION STATEMENT D:** DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DOD CONTRACTORS ONLY (ADMINISTRATIVE/OPERATIONAL USE) (DATE STATEMENT APPLIED). OTHER REQUESTS FOR THIS DOCUMENT MUST BE REFERRED TO PEO-LCS (PMS495).

DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

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CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 19 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**SECTION E INSPECTION AND ACCEPTANCE**

\*Note that Inspection and Acceptance of services and deliverables will be performed by the Contracting Officer's Representative (COR) or a designated representative of the Government unless otherwise specified and will be in accordance with the Government Quality Assurance Surveillance Plan (QASP) and Performance Objectives, Standards and Acceptable Quality Level (AQL) in Performance Work Statement (PWS) para.10.0 and 10.1 as applicable. The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The Contractor may obtain more information regarding the CPARS process at the following internet site: <https://www.cpars.gov/>

All deliverables shall be FOB Destination.

**CLAUSES INCORPORATED BY REFERENCE**

**FAR 52.246-2            INSPECTION OF SUPPLIES -- FIXED PRICE (AUG 1996)**  
**FAR 52.246-4            INSPECTION OF SERVICES -- FIXED PRICE (AUG 1996)**

**CLAUSES INCORPORATED IN FULL TEXT**

**HQ E-1-0001        INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423, Exhibit A.

**HQ E-1-0007        INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

For all 8000 and 9000 series CLINs/SLINs - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 20 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	6/1/2015 - 5/31/2016
8100	6/1/2016 - 5/31/2017
9000	6/1/2015 - 5/31/2016
9100	6/1/2016 - 5/31/2017

### CLAUSES INCORPORATED BY REFERENCE

**52.242-15 STOP-WORK ORDER (AUG 1989)**

### CLAUSES INCORPORATED IN FULL TEXT

**HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423 Exhibit A.

**The contractor shall perform the work described in SECTION C, as follows:**

#### BASE PERIOD:

CLIN 8000 From 1 June 2015 through 31 May 2016.

CLIN 9000 From 1 June 2015 through 31 May 2016.

#### OPTION YEAR 1:

CLIN 8100 Exercise of Option 1 1 June 2016 through 31 May 2017.

CLIN 9100 Exercise of Option 1 1 June 2016 through 31 May 2017.

#### OPTION YEAR 2:

CLIN 8200 Exercise of Option 2 through 12 months thereafter.

CLIN 9200 Exercise of Option 2 through 12 months thereafter.

### CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor's facility, Naval Surface Warfare Center Panama City Division (NSWC-PCD) or travel location. Location is dependent upon type of task being performed.

### DURATION OF TASK ORDER PERIOD

The Period of Performance for this task order will be from effective date (base year) to twelve months thereafter. The order may continue for up to two (2) additional years if the options are exercised.

The period of performance, for the options are from the date the option is exercised through twelve (12) months thereafter.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 21 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### TYPE OF ORDER

This task order is predominately Firm-Fixed-Price (FFP), with Cost CLINs (for Other Direct Costs (ODCs)).

### CLAUSES INCORPORATED BY REFERENCE:

- 252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**
- 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)**
- 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT**

### CLAUSES INCORPORATED IN FULL TEXT:

#### PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS

The following payment instructions apply to this contract:

**252.204-0002 Line item specific: Sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.**

#### **252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)**

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>



CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 22 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

**INVOICE & RECEIVING REPORT COMBO (FIRM-FIXED-PRICE)**

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

**SOURCE/SOURCE**

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N61331
Admin DoDAAC	S2404A
Inspect By DoDAAC	N61331
Ship to Code	N61331 ( <i>invoice purposes only</i> )
Ship from Code	NA
Mark For Code	N/A
Service Approver (DoDAAC)	N61331
Service Acceptor (DoDAAC)	N61331
Accept at Other (DoDAAC)	NA
LPO DoDAAC	NA
DCAA Auditor	S2404A
Other DoDAAC's	NA

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (*e.g.* timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

Byron Matthews  
Email: [byron.matthews@navy.mil](mailto:byron.matthews@navy.mil)

Jamell Kilgore  
Email: [jamell.kilgore@navy.mil](mailto:jamell.kilgore@navy.mil)

g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

NSWC PCD WAWF Point of Contact (POC):

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 23 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Brian W. Young, Code 0212  
 Email: [Brian.W.Young@navy.mil](mailto:Brian.W.Young@navy.mil)  
 PH#: 850-234-4684

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**HQ G-2-0002 CONTRACT ADMINISTRATION DATA**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

**CONTRACTOR POINTS OF CONTACT** - The Contractor points of contact for this Task Order are as follows:

**TECHNICAL SYSTEMS INTEGRATION, Inc. (TSI)**

Name: Francis Bartlett  
 Title: President, TSI Inc.  
 Email address: bartlett@tecsysint.com  
 Telephone #: 757-424-5793  
 Fax Number 757-213-0889

Name: Deborah Bosley  
 Title: Contracts Manager; Deputy, Corporate Operations  
 Email address: [bosleyd@tecsysint.com](mailto:bosleyd@tecsysint.com)  
 Office: 757-424-5793 Ext. 2321  
 Cell: 757-647-4206

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**GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT**

**Procurement Contracting Officer:**

Ms. Joan R. Troutman  
 NSWC PCD, Code 022  
 110 Vernon Avenue  
 Panama City, Florida 32407  
 Ph# 850-235-5845  
 Email: Joan.Troutman@navy.mil

**Contract Administrator:**

Mr. Jamell L. Kilgore  
 NSWC PCD, Code 022  
 110 Vernon Avenue  
 Panama City, Florida 32407  
 Ph# 850-636-6039  
 Email: [Jamell.Kilgore@navy.mil](mailto:Jamell.Kilgore@navy.mil)

**Ombudsman:**

Mr. Gerald G. Sorrell  
 NSWC PCD, Code CDSB  
 110 Vernon Avenue  
 Ph# 850-235-5328  
 Email: Gerald.Sorrell@navy.mil

**Defense Contract Management Agency (DCMA):**

DCMA Manassas, Code S2404A  
 14501 George Carter Way  
 Chantilly VA 20151

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 24 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**Defense Finance and Accounting Services (DFAS):**

DFAS Columbus Center, South Entitlement Operations, Code HQ0338  
P.O. Box 182264  
Columbus OH 43218-2264

The government reserves the right to unilaterally change the points of contact at any time.

**HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS  
(ALTERNATE 1) (NAVSEA) (JAN 2008)**

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below. If multiple paragraphs are checked, checked item applies to the contract line items, subline items identified.

(b) The following payment instructions apply to this contract:

(1) Line item specific: single funding. If there is only one source of funding for the contract line item (i.e., one ACRN), the payment office will make payment using the ACRN funding of the line item being billed.

**XXX (2) Line item specific: Sequential ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.**

(3) Line item specific: contracting officer specified ACRN order. If there is more than one ACRN within a contract line item, the payment office will make payment within the line item in the sequence ACRN order specified by the contracting officer, exhausting all funds in the previous ACRN before paying from the next ACRN.

(4) Line item specific: by fiscal year. If there is more than one ACRN within a contract line item, the payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(5) Line item specific: by cancellation date. If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(6) Line item specific: proration. If there is more than one ACRN within a contract line item, the payment office will make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

(7) Contract-wide: sequential ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

(8) Contract-wide: contracting officer specified ACRN order. The payment office will make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN in the sequence order specified by the contracting officer.

(9) Contract-wide: by fiscal year. The payment office will make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 25 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(10) Contract-wide: by cancellation date. The payment office will make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

(11) Contract-wide: proration. The payment office will make payment from each ACRN within the contract or order in the same proportion as the amount of funding currently unliquidated for each ACRN.

(12) Other. If none of the standard payment instructions identified above is appropriate, the contracting officer may insert other payment instructions, provided the other payment instructions—

(i) Provide a significantly better reflection of how funds will be expended in support of contract performance; and office.

(ii) Are agreed to by the payment office and the contract administration

**EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES**

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

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

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor’s established accounting policy.

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**ACCOUNTING DATA**

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the sub-contract line item (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

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CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 26 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SLINID PR Number Amount

-----  
800001 130048229500001 ██████████  
LLA :  
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002758392

900001 130048229500002 ██████████  
LLA :  
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00002758392

BASE Funding ██████████  
Cumulative Funding ██████████

MOD 01 Funding ██████████  
Cumulative Funding ██████████

MOD 02

800002 130054071200001 ██████████  
LLA :  
AA 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003201337

900002 130054071200002 ██████████  
LLA :  
AB 97X4930 NH1D 252 77777 0 050120 2F 000000 A00003201337

MOD 02 Funding ██████████  
Cumulative Funding ██████████

MOD 03

800003 130054910600001 ██████████  
LLA :  
AC 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003270390

900003 130054910600002 ██████████  
LLA :  
AC 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003270390

MOD 03 Funding ██████████  
Cumulative Funding ██████████

MOD 04

8100 130056734200001 ██████████  
LLA :  
AC 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003410188

9100 130056734200002 ██████████  
LLA :  
AC 1761804 8C7C 251 24VCS 0 050120 2D 000000 A00003410188

MOD 04 Funding ██████████  
Cumulative Funding ██████████

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 27 of 31	FINAL
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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **CLAUSES INCORPORATED IN FULL TEXT**

#### **5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)**

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

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

#### **NAVSEA 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.

#### **NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)**

- (a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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 contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract 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 contract.
- (c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract 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 contract.

- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 28 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the contractual work statement which is not affected by the disputed technical instruction.

### **CAPPED RATES**

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its SeaPort contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the Task Order awarded as a result of this solicitation.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 29 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

**ALL CLAUSES INCORPORATED BY REFERENCE IN THE BASIC IDIQ CONTRACT APPLY TO THIS TASK ORDER, AS APPLICABLE.**

**NOTE: REGARDING FAR 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), TEAMING ARRANGEMENTS WITH ANY FIRM NOT INCLUDED IN THE CONTRACTOR'S BASIC IDIQ CONTRACT MUST BE SUBMITTED TO THE BASIC MAC CONTRACTING OFFICER FOR APPROVAL. ADDITIONS AFTER TASK ORDER AWARD MUST BE APPROVED BY THE TASK ORDER CONTRACTING OFFICER.**

### CLAUSES INCORPORATED BY REFERENCE

**FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEP 2007)**  
**FAR 52.204-7 SYSTEM FOR AWARD MANAGEMENT (JUL 2013)**  
**FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)**  
**FAR 52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)**  
**FAR 52.232-18 AVAILABILITY OF FUNDS (APR 1984)**  
**FAR 52.244-2 SUBCONTRACTS ALT I (JUNE 2007)**

### CLAUSES INCORPORATED IN FULL TEXT

**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 30 CALENDAR DAYS.**

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 years.

**FAR 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):

FAR Clauses & Provisions: <http://farsite.hill.af.mil/VFFARA.HTM>

DFARS Clauses & Provisions: <http://farsite.hill.af.mil/VFDFARA.HTM>



CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 30 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**DFARS 252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION  
AGREEMENTS (DEC 2010)**

(a) Definitions. As used in this clause --

“Covered Subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.”

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.”

(b) The Contractor --

(1) Agrees not to –

(i) Enter into any agreement with any of its employees or independent Contractors that requires, as a condition of employment, that the employee or independent Contractor agree to resolve through arbitration

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent Contractor that mandates that the employee or independent Contractor resolve through arbitration–

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered Subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent Contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor’s or Subcontractor’s agreements with employees or independent Contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition Regulation Supplement 222.7404.

(End of clause)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. HR14	AMENDMENT/MODIFICATION NO. 04	PAGE 31 of 31	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Exhibit(s) A Contract Data Requirements List (CDRLS) DD Form 1423 dated 18 February 2014, 3 pgs.

Attachment J.1 Desired Qualifications of Key Personnel, not dated, 1 page.