

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE R	PAGE OF PAGES 1 4	
2. AMENDMENT/MODIFICATION NO. 37		3. EFFECTIVE DATE 24-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. None	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 yolanda.moore@navy.mil 504-697-1306		
7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		8. PROJECT NO. (If applicable) N/A		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) AAC Inc 8470 Tyco Road Vienna VA 22182-7515		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4155-NSF1
CAGE CODE 1CZ82 FACILITY CODE 112636576		10B. DATED (SEE ITEM 13) 19-Nov-2006

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

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Bruce E. Rhinehart, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ed V Wallace, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Bruce E. Rhinehart (Signature of person authorized to sign)	15C. DATE SIGNED 24-Sep-2009	16B. UNITED STATES OF AMERICA BY /s/Ed V Wallace (Signature of Contracting Officer)	16C. DATE SIGNED 24-Sep-2009

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 2 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is as follow:

- De-obligate Funding from CLIN(s):
 - CLIN 40003 - \$-11,000.00
- Fund CLIN(s)
 - CLIN 40001 - \$8,000.00
 - CLIN 40002 - \$44,100.00

Accordingly said Task Order is modified as follows:

B-2 5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (JAN 1992)

1. This Task Order is incrementally funded and the amount currently available for payment hereunder is limited to \$562,182.00 inclusive of fee for Option Year 2. It is estimated that these funds will cover the cost of performance through November 18, 2009. Subject to the provisions of the clause entitled “Limitations of Funds” (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$562,182.00 shall arise from Option Year 2 unless additional funds are made available and are incorporated as modifications to this contract.

The contractor shall inform the Contracting Officer and the Contracting Officer Representative in writing when 75% of the allotted incremental funds have been expended.

If 100% of the allotted incremental funds have been expended the contractor shall not continue working until additional funds have been placed on the Delivery Order by the Contracting Office.

2. Section B-3 is replaced with the following:

B-3 ALLOTMENT OF FUNDS (JAN 89) (SPAWAR 5252.232-9200)

(Applicable CLINs 400001 through 400004)

(a) This contract is partially incrementally funded with respect to both cost and fee.

(b) The amounts presently available are allotted to this contract for payment of fee for incrementally funded items, as provided in Section I of clause of this contract entitled “Fixed Fee”, are as follows:

Item		Allotted to Base Fee	Allotted to Award Fee	Applicable Sec B Clause
400001	DMS	\$4,448.56	\$13,123.26	B-4
400002	VTC	\$4,322.19	\$12,750.45	B-4
400003	VTC (N1)	\$1,527.27	\$6,109.09	B-4
400004	VTC Cont. Labor	\$90.91	\$363.64	
TOTAL		\$10,388.93	\$32,346.45	

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 3 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

* The total dollar values will be provided in individual funding modifications.

(c) The amounts presently available and allotted to this contract for payment of cost, subject to Section B-2 "LIMITATION OF FUNDS" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover as follows:

(d) The parties contemplate that the government will allot additional amounts to this contract from time to time for the incrementally funded items by unilateral contract modification, and any such modification shall state separately the amounts allotted for fee and the amounts allotted for cost, the items covered thereby, and period performance that the amounts are expected to cover.

Item		Allotted to Cost	Period of Performance
400001	DMS	\$222,428.17	11/19/08 thru 11/18/09
400002	VTC	\$216,109.36	11/19/08 thru 11/18/09
400003	VTC (N1)	\$76,363.64	
400004	VTC Cont. labor	\$4,545.45 \$0.00	
TOTAL		\$519,446.63	

3. Paragraph G-2 is replaced with the following:

G-2 Accounting and Appropriation Data: The following information is provided for funding and invoice purposes only.

The total amount of funding obligated against document number **N6298009RCED401.04 is changed from \$232,000.00 by \$8,000.00 to \$240,000.00** via the following line of accounting:

AC 1791804 22T4 000 62980 0 068566 2D CED401 629809ED257P

CLIN	Amount	Funds for
400001	\$240,000.00	DMS

The total amount of funding obligated against document number **N6298009RCEL402.05 and .06 is changed from \$189,082.00 by \$44,100.00 to \$233,182.00** via the following line of accounting:

AD 1791804 22T4 000 62980 0 068566 2D CEL402 629809EL257P

CLIN	Amount	Funds for
400002	\$233,182.00	VTC

The total amount of funding obligated against document number **N6298009RCEL406.02 is changed from \$95,000.00 by \$-11,000.00 to \$84,000.00** via the following line of accounting:

AE 1791804 22T4 000 62980 0 068566 2D CEL406 629809EL257P

CLIN	Amount	Funds for
400003	\$84,000.00	VTC (N1 Support)

The total amount of funding obligated against document number N6298009RCEL410.00 remains unchanged at \$5,000.00 via the following line of accounting:

AF 1791804 22T4 000 62980 0 068566 2D CEL410 629809EL25GP

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 4 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

CLIN 400004	Amount \$5,000.00	Funds for VTC Support for Contractor Labor
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4. The total funded amount for the Option Year II (FY 09) is **changed from \$521,082.00 by \$41,000.00 to \$562,182.00.**

5. The total base and exercised options is \$1,468,344.14.

6. The total Task Order price for Base Year and four options is \$3,504,079.48

7. All other terms and conditions remain unchanged. A conformed copy of this Task Order is attached to this modification for information purposes only.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 1 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1001	DMS (FMS Case #AA-A-A AA)		12.0 LH	\$0.00	\$0.00	\$0.00
100101	(FMS Case #AA-A-A AA)					

Item	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
1004	Incrementally funding (FMS Case #AA-A-A AA) Option		12.0 LH	\$1,002,642.10	\$0.00	\$0.00	\$1,002,642.10
100401	VTC (FMS Case #AA-A-A AA)						
100402	Extend base year by 6 weeks (FMS Case #AA-A-A AA)						

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1005	This is the additional 6 weeks required to make the Base year one full year. (FMS Case #AA-A-A AA)		0.0			

Item	Supplies/Services	Qty	Unit	Est. Cost	Base Fee	Award Fee	CPAF
1006	DMS - Option Year I (O&MN,N)		1.0 LH	\$494,441.96	\$49,444.20	\$543,886.16	
1007	VTS Option Year I (O&MN,N)		1.0 LH	\$228,452.27	\$4,569.05	\$13,478.68	\$246,500.00
100701	(O&MN,N)						
4000	Information Technology/Inform ation Management Support Services - Option Year 2 (FMS Case #AA-A-A AA)		1.0 LH	\$668,501.33	\$9,456.65	\$0.00	\$677,957.98
400001	Funding for DMS (FMS Case #AA-A-A AA)						
400002	Funding for VTC (FMS Case #AA-A-A AA)						

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 2 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400003 Funding for VTC
(N1 Support)
(FMS Case #AA-A-A
AA)

400004 GWOT Funding for
VTC Support
Contractor Labor
for Pers-54 IT.
(FMS Case #AA-A-A
AA)

4001	Information Technology/Inform ation Management Support Services -- Option Yr 3 (O&MN,N) Option	1.0 Lot	\$462,634.75	\$9,252.69	\$37,010.78	\$508,898.22
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4002	Information Technology/Inform ation Management Support Services -- Option Yr 4 (O&MN,N) Option	1.0 Lot	\$476,540.93	\$9,530.82	\$38,123.27	\$524,195.02
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For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6004		\$0.00

B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

B-2 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992) (5252.232-9400)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$120,000.00 inclusive of fee for Option Year 2. It is estimated that these funds will over the cost of performance through 06NOV2009. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$120,000.00 shall arise for Option Year 2 unless additional funds are made available and are incorporated as modifications to this contract.

The contractor shall inform the Contracting Officer and the Contracting Officer Representative in writing when 75% of the allotted incremental funds have been expended.

If 100% of the allotted incremental funds have been expended the contractor shall not continue working until additional funds have been placed on the Delivery Order by the Contracting Officer.

B-3 ALLOTMENT OF FUNDS (JAN 89) (SPAWAR 5252.232-9200)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

Section B, CLIN 1001 ceilings read as follows:

CLIN	Total Cost	Base Fee	Award Fee
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SEE PAGE 2 OF MODIFICATION FOR TOTALS

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 3 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover."

B-4 DETERMINATION OF AWARD FEE FOR COST PLUS AWARD FEE CLINS

All Award Fee determinations for CLIN 100101 and Options 1001022 and 100103 shall be made in accordance with this clause.

(a) Award Fee Team

The Contractor's performance evaluation for each period will be conducted by an Award Fee Team consisting of the Fee Determining Official and the Award Fee Board (Board). The Board consists of the following:

- (1) Board Chairperson
- (2) Contracting Officer
- (3) Technical Director
- (4) Contract Specialist
- (5) Representatives from the individual programs

Appointments and changes to the membership of the Board may be made at the discretion of the Fee Determining Official.

(b) Award Fee Board Procedures

This contract has a maximum of 10 award fee periods. The table below provides the award fee schedule:

Award Fee Period	Date
One	6 months after contract award
Two	12 months after contract award
Three	18 months after contract award
Four	24 months after contract award
Five	30 months after contract award
Six	36 months after contract award
Seven	42 months after contract award
Eight	48 months after contract award
Nine	54 months after contract award
Ten	60 months after contract award

At the end of each period, all task orders that were active during that period will be evaluated by the Board using the evaluation criteria and adjectival ratings provided in this clause. Based on their review, the Board will create an initial award fee recommendation. The initial award fee recommended by the Board is subject to concurrence by the Fee Determining Official who shall make the final determination of the award fee for each evaluation period. The award fee amount is a unilateral decision made solely at the discretion of the Government. In no event shall the award fee exceed the applicable percentages set forth in Section B of this contract. Each unilateral modification funding award fee to the contract shall be final.

The award fee for each task order, beyond the base fee amount of two-percent (2%), is not guaranteed in part or whole. If the Contractor fails to maintain an acceptable level of performance, the Government reserves the right to provide no award fee, beyond the base fee amount, for that period and to utilize any other remedies available to improve contract performance. The Contractor is entitled to invoice for earned base fee on a monthly basis. For each task order the value of the base fee earned by the Contractor shall be calculated as follows:

(Total base fee) (12 total months in period of performance for Task Order XXXX) = monthly base fee. (See Section F for period of performances for each CLIN)

e.g.: Total Base Fee \$120 (12 months in POP for CLIN XXXX = \$10 monthly base fee)

The monthly base period for each task order will be identified in the task order.

In no circumstances will the sum of base fee payments exceed the base fee amount specified in Section B for each respective Task Order.

The Government may unilaterally make changes to this clause with the exception that no decrease may be made to the base fee amount, provided the Contractor receives written notice of the changes at least 15 calendar days prior to the beginning of the evaluation period to which the changes apply.

The Contractor may, at its discretion, make an oral presentation of its accomplishments and performance to the Award Fee Team within 7 working days after the

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 4 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

completion of the award fee period. The Government intends to issue a unilateral modification to the contract to provide for the award fee within 60 days from the end of the award fee period. The above schedules are goals and failure to meet them shall not invalidate the award fee determination.

(c) Applicable Award Fee for Each Task

The dollar value of the award fee pools for each Task Order will be determined at the time the Task Order is placed.

(d) Award Fee Evaluation Criteria

First Evaluation Period: In evaluating the Contractor's performance during the first six months of the contract, the Board will evaluate the contractor based on the criteria identified below. The relative weights are provided in the parentheses following each criterion.

1. Meeting Performance Requirements (60%) -- Did the Contractor meet the performance requirements in accordance with the performance measurements and the quality assurance plan attached to each task order?
2. Cost Control (20%) -- Did the Contractor demonstrate the ability to manage costs in completing tasks in accordance with its proposal for that task order and within the allotted funding?
3. 50% Performance Criteria (10%) -- Did the Prime Contractor meet the requirement to do 50% of the work during the award fee period?
4. Transition Plan Effectiveness (10%) -- Did the Contractor's transition go smoothly and in accordance with their transition plan?

All Subsequent Evaluation Periods: In evaluating the Contractor's performance during the remaining evaluation periods, the Board will evaluate the criteria identified below. The relative weights are provided in the parentheses following each criterion.

1. Meeting Performance Requirements (60%) -- Did the Contractor meet the performance requirements in accordance with the performance measurements and the quality assurance plan attached to each task order?
2. Cost Control (20%) -- Did the Contractor demonstrate the ability to manage costs in completing tasks in accordance with its proposal for that task order and within the allotted funding?
3. 50% Performance Criteria (10%) -- Did the Prime Contractor meet the requirement to do 50% of the work during the award fee period?
4. Responsiveness (10%) -- Did the Contractor respond promptly and positively to issues identified by the Contracting Officer or the COR?

(e) Award Fee Performance Ratings

Award Fee, beyond the base fee, amount shall be determined using the ratings provided below. The adjectival ratings also include a corresponding percentage that the Fee Determining Official shall use in making the award fee determination. The award fee percentage will be applied to the Award Fee Pool to determine the Award Fee for the period.

Outstanding (90 to 100) -- The Contractor's contribution is indispensable to the customer, and the quality of the contribution significantly exceeds the customer's expectations with no direction from the customer. The Contractor identifies areas of potential concern and provides suggestions that significantly improve results. Tasks are performed significantly ahead of schedule. The actual cost of Performance is well managed and significantly below the estimated total cost. The Contractor services are considered to be innovative and of the highest quality.

Good (80 to 90) -- The quality of the Contractor's contribution consistently exceeds the customer's expectations. Tasks are completed ahead of schedule with little or no direction from the customer. The Contractor identifies areas of potential concern and provides suggestions and/or resolves problems that improve results. The actual cost of performance is well managed and below total estimated costs.

Satisfactory (60 to 79) -- The quality of the Contractor's contribution usually meets the customer's expectations. Assigned tasks are completed, although with some direction from the customer and with the need for corrections and re-submissions. The Contractor sometimes identifies areas of potential concern, sometimes provides suggestions that improve results, and/or resolves problems to the satisfaction of the Government. The actual cost of performance usually meets total estimated costs.

Marginal (40 to 59) -- The quality of the Contractor's contribution usually falls below the customer's expectations. Tasks are often late and require rework before the customer considers them usable. The Contractor rarely identifies areas of potential concern, rarely provides suggestions that improve results and/or rarely resolves problems to the satisfaction of the Government. The actual cost of performance sometimes meets total estimated costs.

Unsatisfactory (0 to 39) -- Contractor has been a detriment in the performance of assigned tasks. Constant direction is required. Tasks are often late and not always completed. Rework is normally required. The Contractor never identifies areas of potential concern, never provides suggestions and/or never resolves problems to the satisfaction of the Government. Cost control is poor and the actual cost of performance typically exceeds total estimated costs.

(f) Award Fee Calculation

The Government will calculate the award fee using the following table:

First Evaluation Period:

Evaluation Criteria	Relative Weighting	Award Fee Performance Rating	Weighted Score
Meeting Performance Requirements	60%		

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 5 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Quality Control Plan	20%
50% Performance Requirement	10%
Transition Plan	10%

Total Score _____

All Subsequent Evaluation Periods:

Evaluation Criteria	Relative Weighting	Award Fee Performance Rating	Weighted Score
Meeting Performance Requirements	60%		
Cost	20%		
50% Performance Requirement	10%		
Responsiveness	10%		

Total Score 100

For each Task Order, the relative weightings will be multiplied by the award fee performance rating percentage to give a percentage weighted score. The sum of the percentage weighted scores is the total score. The Government will then multiply the award fee pool available for each period (see paragraph (c) for the available pool) by the total score (above) to get the total award fee percentage for each task order.

(g) Payment of Award Fee

The Contractor shall be paid award fee, if any, upon submittal of a proper invoice or voucher to the cognizant payment office, together with a copy of the unilateral modification to the task order authorizing payment of award fee for the applicable evaluation period. The modification will establish a separate Award Fee CLIN for invoicing purposes.

(h) Award Fee Determination in Event of Termination or Discontinuance

In the event the Government terminates or discontinues performance on the entire contract, Award Fee for the period since the last Award Fee Evaluation period through the date of the contract termination or discontinuance will be determined using the procedures detailed in this clause. The Government intends to issue the Award Fee determination within 60 calendar days from the effective date of the contract termination or discontinuance.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 6 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C: CLAUSES

C-1 DELETED

C-2 DELETED

C-3 QUALITY ASSURANCE PLAN

(a) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(b) Performance Standards:

- (1) The deliverables under this task order will be consistently technically accurate.
- (2) The services delivered under this task order will be consistently of high quality.
- (3) The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- (4) The contractor will be consistently responsive to Government customers in its performance of this task order.
- (5) For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(c) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

- (1) During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- (2) Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- (3) The TOM will upload the TOPE to the SeaPort Portal.

(d) Remedy

(1) If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

(2) This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 7 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

C-4 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

C-5 WORKWEEK (DEC 1999) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February

Mardi Gras Day before Ash Wednesday

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 8 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-7 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

SECTION C – PERFORMANCE WORK STATEMENT

1 INTRODUCTION

The Manpower, Personnel, Training and Education (MPT&E) an office of the Bureau of Naval Personnel, is a

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 9 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

shore activity in an active status. The MPT&E mission is to implement Chief of Naval Operations (CNO) responsibilities for managing the planning and programming of manpower, and personnel (M&P) resources and budgeting for military personnel; determination of total force MP resources and allocation of military personnel; to plan and direct the procurement, distribution, administration and career motivation of military personnel of the regular and reserve components of the U.S. Navy; to exercise centralized coordination and control of professional standards criteria; to maintain authoritative personnel record information, and to develop and implement service-wide programs for improved human relations and quality of life. The MPT&E organization consists of the Deputy Chief of Naval Personnel (DCNP); command staff; special assistants; and functional departments consisting of approximately 2,000 military and civilian personnel.

The Information Technology/Information Management Division (Pers-34) is responsible for centralized program management and delivery of Information Technology (IT) support services and is the MPT&E office responsible for planning, integration, coordination, and implementation of various components of the Human Resource IT system. The Information Technology/Information Management (IT/IM) Director is responsible for establishing the necessary infrastructure to ensure timely and efficient program execution, by providing IT support services, to include video telecommunications and message center support. Support is also required for day-to-day operational issues associated with Navy's transition to and operation within Navy/Marine Corps Intranet (NMCI).

1.1 SCOPE OF WORK

The purpose of this Performance Work Statement is to describe the performance requirements for the U.S. Navy Personnel Command, Millington, Tennessee.

2.0 PERFORMANCE REQUIREMENTS

The contractor shall adhere to the following performance-oriented requirements in support of IT/IM message center, NMCI operations, and video telecommunications center. The Government's quality assurance procedure and the service provider's minimum satisfactory ratings for these requirements are set forth in this performance work statement. Place of performance is 5720 Integrity Drive, Bldg 769, Millington, TN 38055.

2.1 MESSAGE CENTER

Message Center processes on average over 116, 000 messages per month via Defense Message System proxy (DMSP). Messages include Permanent Change of Station (PCS) orders, sexual assault SITREPS, overseas screening, suitability and unsuitability for assignment, reservist mobilization and demobilization, active duty/dependent/retiree death notification, advancement, desertion and return of deserter, medical board, discharges, exceptional family member messages, personnel messages, instructional messages, and all Navy-wide messages. The Message Center is staffed Monday through Friday 0600-1900
Specific tasks are:

2.1.1 Forward all requests for Public Key Infrastructure Distinguished Name (PKI DN) requests to PERS-344 for authorization and submittal.

2.1.2 Route incoming and outgoing messages to the appropriate codes, using office codes, keywords and personal names.

2.1.3 Maintain all logs and files (communications log, access roster). Maintain all service and tracer logs per Joint Army, Navy, Air Force publication (JANAP) 128.

2.1.4 Track all transmitted and/or received mail to ensure it is processed correctly.

2.1.5 Notify codes of pending Special Handling messages.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 10 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

2.1.6 Draft service and tracer messages as required.

2.1.7 Maintain the Distributed Plain Language Verification System (DPVS) on the network on a weekly basis.

2.1.8 Perform routine maintenance on stand-alone programs required to process message traffic.

2.1.9 Maintain an inventory of all publications and equipment in the MMC.

2.1.10 Operate Defense Message System Proxy (DMSP). Operate Defense Message Dissemination System (DMDS), Common Message Processor (CMP), and Master Key Plus. All files that are manually uploaded must be converted to a text file prior to submittal. All messages will be released via the Defense Message Dissemination System Web Portal.

2.1.11 Perform maintenance of user profiles (the profile sets what messages a certain function or code will receive), processing of message service requests, research of message delivery failures and the troubleshooting of communication issues, and deletion of duplicate messages.

2.1.12 Monitor weather conditions, facility integrity, and ambient conditions in the facility.

2.1.13 Maintain Standard Operating Procedures (SOP) for all functions, updates for all function changes.

2.1.14 Provide weekly and monthly reports to Task Order Monitor (TOM). Format is to be determined.

2.1.15 Provide Customer Service Requests (CSR) metrics to include category breakdown and resolution times. Frequency will be specified by TOM. Provide Radio Day (RAYDAY) totals to Pers -344 on a daily basis.

2.1.16 Process official Navy and Department of Defense message traffic per Navy Telecommunications Procedures for Navy Telecommunications Publications (NTP) 3, Navy Telecommunications Publication 4 (NTP4), Navy Telecommunications Publication 21 (NTP21) DMS User Guide and Navy Admin Manual (NAVADMIN) 0160-470.

2.1.17 Maintain security permissions on all message folders ensuring that only authorized personnel have access. Maintain General Message Files per NTP-4.

2.1.18 Transfer channel check notifications to NPC Duty Office at 1830 daily. Transfer channel check notifications from the NPC Duty Office to the Message Center at 0600 daily; log all transfers in the Message Center log book.

2.2 NMCI OPERATIONS

2.2.1 Process Move Add Change (MAC) requests for MPT&E per NMCI instructions.

2.2.2 Utilize User Account administrative rights on the legacy network and administrative rights on the NMCI network to complete the following requests:

- Validate user permissions (permissions on the legacy network transfer to NMCI).
- Grant various and allowed user permissions on the NMCI network.
- Validate or grant group permissions.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 11 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Validate or grant public folder permissions.
- Provide shared folder administration to include folder structure and folder permissions.
- Administer Security Groups to include adding and removing personnel from a defined security group or changing permissions of a security group.
- Manage distribution lists.
- Manage public folders to include public folder structure and permissions of public folders.
- Manage MDS folders for message traffic in cooperation with the Message Center.

2.2.3 Manage Functional Mailboxes to include owner management and functional mailbox creation.

2.2.4 Provide technical assistance and systems analysis involving the migration of legacy applications to NMCI.

2.2.5 Provide technical assistance and systems analysis involving the NMCI NRDDG, RTD and QUEST processes.

2.2.6 Provide technical assistance for migrating MPT&E functional requirements and strategies to NMCI solutions.

2.2.7 Provide NMCI Science and Technology (S&T) seat management as requested by the S&T manager.

2.2.8 Troubleshoot connectivity issues, hardware and software issues.

2.2.9 Troubleshoot and re-image S&T seats per S&T instructions as required.

2.2.10 Assist in maintaining the S&T application database as required by the S&T manager.

2.2.11 Use Government mandated software tools to manage the NMCI process

2.2.12 Assist in NMCI Fiscal Year order and requirement gathering process

2.2.13 Provide MPT&E NMCI Service Request Management (SRM) support

2.2.14 Track project status using Microsoft Project, to include timelines with milestones and resource usage.

2.2.15 Provide weekly and monthly status reports. Format to be determined by TOM.

2.2.16 Provide monthly metrics reports to include category breakdown of MACs and resolution times.

2.3 VIDEO TELECOMMUNICATIONS CENTER (VTC)

Volume of VTCs for all video teleconference rooms and is estimated to be approximately 14 per business day. Contractors will be required to be on call. Cell phones or pagers will be provided for those contractors who are on call. Contractors will be compensated for all on call time.

2.3.1 Provide planning, designs, development, engineering, evaluation, acquisition, implementation, test and acceptance, operation, maintenance, oversight, coordination, documentation, reporting and management for video conferencing systems, facilities and networks.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 12 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

2.3.2 Set-up and monitor the performance of unclassified and classified video teleconferences in order to correct any problems that may arise, e.g. loss of video, loss of audio, or disconnects.

2.3.3 Configure and install video teleconferencing equipment.

2.3.4 Provide weekly and monthly status reports to include metrics of usage. Format will be determined by TOM.

2.3.5 Hardware supported is Polycom (Picturetel) VTC equipment.

2.3.6 Software supported is Ploycom (Picturetel) VTC software and Windows 2000 and XP.

2.3.7 Though most VTC's will be conducted during normal business hours, it may be necessary to support VTC at times other than normal business hours. The contractor will receive prior approval from the TOM to work other than normal business hours. The contractor will work with the TOM to determine if an alternate work schedule will be used or if extended work will be required.

2.4 Video Telecommunications Support for N1

2.4.1 CLIN 400003 - VTC Support for N1:

- a. Provide direct support to all on CNP/N1.
- b. Respond to and coordinate with Navy senior leadership to develop, deliver, implement, and execute CNO approved enterprise-wide initiatives.
- c. Provide Action Officer support to OPNAV N1 for development of Flag Level briefings.
- d. Provide reach back to SAIC Subject Matter Experts (SMEs) on manpower analysis, manpower requirements, IT cost benefit analysis, and personnel expertise.

Contractors will specifically provide the following VTC services:

- Set-up and monitor the performance of unclassified video teleconferences in order to correct any problems that may arise, e.g. loss of video, loss of audio, or disconnects;
- Configure and install video teleconferencing equipment;
- Provide weekly and monthly status reports to include metrics of usage. Format will be determined by the Technical Advisor (TA) and Task Order Manager (TOM);
- Be able to work with and support Polycom (Picturetel) and Tandberg VTC equipment; and
- Be able to work with and support Polycom (Picturetel) and Tandberg VTC software as well as Windows 2000 and XP.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 13 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

2.4.2 Requirement/Tasks

Task 1: Perform all functions related to all aspects concerning VTCs.

These functions include, but are not limited to VTC setups [which naturally incorporates trouble shooting and resolving all audio-video and connectivity issues that arise during the VTC setups and through the VTC], testing VTC equipment, and scheduling of the VTCs in Remedy, setting up a bridge, corresponding with the POCs, coordinating with the host at the remote site, etc., and ensuring within the technological limits the final delivery of Services, including driving the slides for briefs and presentation, if required;

Task 2: Assist with VTC status issue, upgrades/refreshes, and problem resolutions as it pertains to the VTC HW/SW, and if problems occur that are beyond VTC level of support, request assistance via Remedy Trip Ticket program so as to alert internal IT support assets;

Task 3: Provide customer service by instructing users regarding the necessary steps involved in setting up a VTC, and inform users of the link to the on-line site for VTC Request Form;

2.4.3 Deliverables/Reporting Requirements.

- Period of performance: Date of Award through 18 Nov 09.

MILESTONES/DELIVERABLE DUE DATE

Status Reports to TA and Weekly and Monthly

TOM.

3.0 ACROYMNS

ACP	Allied Communications Publication
BUPERS	Bureau of Naval Personnel
CAC	Common Access Card
CMP	Common Message Processor
CNO	Chief Naval Operations
COTS	Commercial Off-the-Shelf
CSR	Customer Service Request
DCNP	Deputy Chief of Naval Personnel
DMD5	Defense Messaging Dissemination System
DMS	Defense Message System

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4155	NSFI	37	14 of 43	

DPVS	Distributed Plain Language Verification System
IT	Information Technology
IT/IM	Information Technology/Information Management
JANAP	Joint Army, Navy, Air Force Publication
JF	JANAP Forwarder
JFTR	Joint Federal Travel Regulations
JTR	Joint Travel Regulations
M&P	Manpower and Personnel
MAC	Move Add Change
MMC	Memphis Message Center
MPT&E	Manpower, Personnel, Training and education
NACLC	National Agency Check with Local Agency and Credit Check
NAVADMIN	Navy Admin Manual
NAVOSH	Navy Occupational Safety and Health
NAVPERSCOM	Naval Personnel Command
NMCI	Navy/Marine Corps Intranet
NTP	Navy Telecommunications Publications
OPNAVINST	Office of the Chief of Naval Operations Instruction
PCS	Permanent Change of Station
PKI DN	Public Key Infrastructure Distinguished Name
PSI	Personnel Security Investigation
SC	Submission Component
S&T	Science and Technology
SOP	Standard Operating Procedure
SRM	Service Request Management
TAR	Travel Request
TOM	Task Order Monitor
TPOC	Technology Point of Contact
VAL	Visit authorization Letters
VTC	Video Telecommunications Center

4.0 PERSONNEL

4.1 Personnel working on this contract may be required to handle information that is covered by the Privacy Act of 1974 (Title 5 of the U.S. Code, Section 552.a). Contractors working directly with Military Personnel Records will be required to sign a Non-disclosure agreement.

4.2 Contract personnel requiring access to Navy Personnel Command (NAVPERSCOM) restricted spaces processing classified information and to Government personnel computers/computer systems accessing military records and privacy act data will be required to be U.S. citizens. These contract positions requiring access to classified information and military records/privacy act data are designated as IT Level II per DoDD 5200.2R. Each contract person will require a favorably adjudicated National Agency Check with Local Agency and Credit Check (NACLC) personnel security investigation (PSI). The PSI must be initiated prior to individual reporting for duty. Once a PSI is completed and it has been determined the contract person fails to meet the standards for a favorable NACLC, the contract person must be terminated for failure to meet PSI requirements. Contract personnel having access to restricted spaces processing classified information must have Secret access. Contract personnel having access to military records/privacy act data that is not classified do not need Secret access. Contract Facility Security Officer (FSO) will send Visit Authorization Letters (VAL) to the Task Order Monitor prior to any contract personnel reporting per DoD 5220.22M. All

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 15 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contract personnel positions will be identified as IT Level-II and all contract personnel will have their security clearance/access listed on the VAL. NAVPERSCOM Industrial Security point of contact can be reached at (901) 874-3088.

5 CLASSIFIED INFORMATION

Access to confidential/classified areas is required for message center (2.1) and VTC (2.3). Contractors working on these tasks shall have at the minimum an interim secret clearance before starting work on these tasks.

6 SAFETY REQUIREMENTS

The contractor shall maintain safety and health standards consistent with the requirements of OPNAVINST 5100.23, Navy Occupational Safety and Health (NAVOSH) Program and other requirements as set forth in this contract.

6.1 If the contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of a claim for extension of time or for excess costs or damage to the contractor.

6.2 Accident Reporting. The contractor shall maintain an accurate record of, and shall report to the TOM orally, within one hour, all accidents resulting in death, trauma, occupational disease, property and/or equipment damage caused by contractor employees. Within two working days of any accident, the contractor shall submit to the TOM the Accidental Injury/Death Report (OPNAV 5102/1) and/or the Material (Property) Damage Report (OPNAV 5102/2).

6.3 Emergency Medical Care. Only emergency medical care is available in Government facilities to contractor employees who suffer on-the-job injury or illness.

7 SECURITY REQUIREMENTS.

Neither the contractor, nor any of its employees will disclose, or cause to be disseminated, any information concerning the operations of the activity which could result in, or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

7.1 Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under his control in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Sections 793 and 798 of the United States Code. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result, or in connection with, the performance of this contract, the resolution of which may require further study should be reported to the TOM.

7.2 Regulations. The contractor and his employees shall be acquainted with, and obey all Government regulations as posted, promulgated, or as provided by the TOM, or delineated within this contract.

7.3 Deviations from, or violations of, any of the provisions of this section shall, in addition to all other criminal and civil remedies provided by law, subject the contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

7.4 Contractor Badging Requirement.

7.4.1 All contractors are required to obtain Common Access Card (CAC). Contract Facility Security Officer will send copy of VAL to government identified Trusted Agent (TA) for all new employees and also for CAC

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 16 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

renewals. Request will contain contractor first, last and middle name as well as Social Security Number, Date of Birth and email address. Email address of Human Resource Manager can be given. TA will input information into Contractor Verification System (CVS). TA will supply temporary username/password to contractor. Contractor will log into CVS and complete application. TA will either reject or approve completed application in CVS. If approved, contractor information will be input in DEERS and contractor will be notified that they can make appointment with local CAC issuance office. Appointment must be made prior to going to CAC office. Contractor is required to provide two (2) forms of identification to CAC office.

7.4.2 An automobile decal will be issue by NPC Security Office upon presentation a valid contractor CAC and the completion of a automobile decal request.

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

7.4.4 Each employee shall wear the badge on the outer clothing, above the waist.

8 CONTRACTOR QUALITY CONTROL PROGRAM (QCP)

8.1 The contractor shall establish and maintain a complete Quality Control Program as stated in the contractor's Technical Proposal which shall assure the requirements of the contract are provided as specified. Within fifteen (15) calendar days after award, one copy of a comprehensive written Quality Control Program shall be submitted to the TOM and as changes are made thereafter. The TOM will approve or disapprove the program within five (5) workdays of receipt. If the initial submission is disapproved, the contractor shall submit a revised Quality Control Program within five (5) workdays after disapproval.

8.2 The Quality Control Program shall include the following:

8.2.1 An inspection system covering all the services listed on the Performance Requirements Summary. It must specify the areas to be inspected on either a scheduled or unscheduled basis; how often the inspections will be accomplished (inspections shall be no less than monthly); and the title of the individual (s) who will do the inspecting. A copy of the inspection report shall be forwarded to the TOM monthly.

8.2.2 The methods of identifying deficiencies in the quality of services performed before the level of performance becomes unsatisfactory.

8.2.3 A file of inspections conducted by the contractor, and any corrective action required and taken, shall be maintained by the contractor through the term of this contract. This file shall be the property of the Government and be made available to the TOM during regular hours. The file shall be turned over to the TOM within thirty (30) calendar days after completion/termination of the contract.

8.2.4 If it is determined by the Government that the contractor has failed to maintain the approved Quality Control Program, the Government will give the contractor written notice of deficiencies. The contractor shall correct all deficiencies with five (5) calendar days of receipt of written notice. If deficiencies are not corrected to the satisfaction of the Government, the Government may terminate the contract for default.

9 QUALITY ASSURANCE

A Quality Assurance Surveillance Program (QASP) will be used during the life of the contract to ensure that the services required by this PWS are in fact being performed by the contractor in an acceptable manner. The Quality Assurance Surveillance Program will be conducted in accordance with the Quality Assurance Surveillance Program administered by the TOM after contract award.

10 PERFORMANCE EVALUATION MEETINGS

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 17 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The contractor's Program Manager shall meet with the TOM and the Government Program Manager weekly during the first month of the contract. Meetings will be as often as necessary thereafter, as determined by the TOM. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. The written minutes of these meetings shall be signed by the contractor, the contractor's manager, government program manager and TOM. Should the contractor not concur with the minutes, his company representative shall state in writing (within three (3) workdays) any area wherein he does not concur to the TOM, who will forward the minutes and any supporting documentation to the Contracting Officer.

11 GOVERNMENT OBSERVATION

Government safety officials, environmental engineers, fire inspectors, security officers and other agencies will be allowed to conduct surveys, studies and inspections of operations, and facilities at all reasonable times. Other Government personnel, such as management and Inspector General of higher headquarters staff are authorized to observe contractor's operations. However, these personnel will not interfere with contractor's performance and will refer all comments concerning the contractor's operation to the TOM. The Manager is authorized to request from the TOM a summary of the findings of any such survey, study, inspection or observation.

12 CONTRACTOR EMPLOYEES

12.1 The contractor's employees shall be fully trained and properly licensed prior to operating Government equipment.

12.2 The contractor's employees shall conduct themselves in a proper and efficient manner at all times.

12.3 The contractor expressly agrees to remove from the site any individual whose continued employment is deemed by the TOM to be contrary to the public interest or inconsistent with the best interests of National Security.

12.4 The Government will not exercise any supervision or control over the contractor's employees performing services under this PWS; such employees shall be accountable solely to the contractor, who, in turn, is responsible to the Government.

13 DAMAGE OR LOSS OF CONTRACTOR'S SUPPLIES AND CONTRACTOR'S EMPLOYEES PROPERTY.

The contractor is responsible for the safety of his supplies, materials and equipment and the personal property of his employees from loss, damage, or theft.

14 HOURS OF OPERATION

Except as may otherwise be specified all work shall be performed during regular working hours (refer to the specific functional requirements for hours of operation). Message center (2.1) requires 16.5x7x365. VTC support (2.3) requires contractors to be on call in case of emergency. Government furnished cell phone or pagers will be provided. Contractors are compensated for after hours support from the time they receive the call until the task is completed. Contractor shall follow established Government guidance on requesting Extended Work Week (EWW) hours. Some program management, training and counseling sessions will be required to be conducted after normal working hours. It may be necessary to work other than normal working hours for significant events such as a natural disaster or special military operation. The contractor shall receive approval from the TOM to define and work alternate schedules or work extended hours or overtime.

15 FEDERAL HOLIDAYS

The contractor (except for Message Center support) will not be required to perform services on the

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 18 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

recognized Federal Holidays: SEE C-4 FOR LIST OF FEDERAL HOLIDAYS

15.1 If the Federal Holiday falls on a Saturday, the preceding Friday shall be the recognized day of no work. Should the holiday fall on a Sunday, the recognized day will be the following Monday.

15.2 For contract requirements having a due date which falls on a Friday which is being celebrated as the Federal Holiday the due date shall be the preceding Thursday.

16 PERFORMANCE EVALUATION MEETINGS

The Contractor, the Contracting Officer, Contracting Officer's Representative (TOM), and the Technical Point of Contact (TPOC) from each functional area shall meet to review performance under this contract. During the first month after the performance start date, the Contractor, TOM and TPOC will conduct weekly transition/phase –in meetings. Thereafter, the Contractor, TOM and TPOC will meet monthly to discuss key process indicators, process deficiencies and problem resolutions. During these meetings, the contractor's performance and any existing problems will be discussed. A mutual effort will be made to resolve all problems identified.

17 CONTRACTOR TRANSITION

In order to ensure the smooth transition to contractor performance and to prevent possible decreases in productivity, the contractor shall be authorized to have personnel on board, at no additional cost to the contract, during the thirty (30) day period prior to contract start date. Contractor personnel shall not interfere with the normal conduct of Government business. During this period the service provider may become familiar with contract requirements in order to commence full performance on contract start date.

17.1 Definition of Phase-in Period. Phase-in Period is the transition period of time required by the Government for personnel of the new contractor to be on site to start performance. Phase-in of new contractor personnel and turnover of equipment from incumbent occurs during this period. The start of performance date is when the new contractor takes full responsibility for the operation and maintenance of the equipment at the site specified in the PWS after completion of Phase-in Period.

17.2 Purpose of Phase-in Period. The purpose of this period is for contractor personnel to become familiar with the duties to be assigned and to participate in the turnover of equipment and facilities. All Phase-in Period activity will be conducted in such a manner as to not interfere with, disrupt, or hinder the incumbent personnel in the performance of their assigned functions. Phase-in Period shall include, but not be limited to the following:

17.2.1 The new contractor personnel's observation of the operation and maintenance activities of the Government to gain experience and familiarization with tasks to be performed to discharge their assigned responsibilities.

17.2.1 An orderly transition of duties and responsibilities from the Government to the oncoming contractor by establishing procedures for turnover inspection and documentation.

17.2.3 Establish company operations and interaction/communication with Government personnel.

18 CONTINUITY OF SERVICES

Upon expiration of this contract, the contractor shall give his/her best effort and cooperation to a successor. The contractor shall upon written notification by the Contracting Officer, provide phase-in, phase out (PIPO) services for up to thirty (30) days after this contract expires. An equitable adjustment to the contract price shall be negotiated between the Government and contractor for the additional work.

18.1 Within ten (10) days of completion of this contract, a close-out inventory shall be jointly conducted by

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 19 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the contractor and the Government. The contractor and the Government shall jointly determine the working order of all equipment. Items not in working order, beyond fair wear and tear, or beyond repair shall be noted. The contractor shall be liable for loss or damages to Government-furnished equipment beyond fair wear and tear. All repairs or replacement not performed by the contractor shall be made at the Government's option and at the contractor's expense.

19 PROGRAM MANAGER

The contractor shall designate a Program Manager for this contract who shall serve as the principal point of contact for the TOM. The contractor cannot change the designated Program Manager, unless the replacement is approved by the Contracting Officer, in accordance with the Key Personnel clause.

20 INDEPENDENT CONTRACTOR

The services rendered by the contractor are rendered in the capacity as an independent non-personal contractor. The Government may evaluate the quality of both professional and administrative services for purposes of contract inspection and acceptance. The Government retains no direct control over the services rendered. The contractor shall be solely responsible for any and all liability caused by the acts or omissions of its agents or employees. The contractor shall not, in any manner, represent or infer that it is an instrumentality or agent of the United States Government. The contractor shall recognize that the Government maintains administrative and operational responsibility for all activities on all the installations and may take such actions as necessary to preserve and maintain the integrity of the command, subject to the limitations prescribed by law and Department of Navy Regulations.

21 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

21.1 OSHA Requirements. Government-furnished facilities have been inspected for compliance with the Occupational Safety and Health Act (OSHA). No hazards have been identified. Should a hazard be subsequently identified, the Government will correct the OSHA hazard according to base-wide Government developed and approved plans of abatement, taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contracting initiative. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists, or that work-around procedures will not be necessary, or that the facilities as furnished shall be adequate to meet the responsibilities of the contractor. Compliance with OSHA and other laws and regulations for the protection of staff is exclusively the obligation of the contractor. Further, the Government will assume no liability or responsibility for the contractor's compliance or noncompliance with such requirements, with the exception of the aforementioned requirement to make corrections according to approved plans of abatement subject to base-wide priorities. The contractor shall return the facilities to the Government in the same condition received, fair wear and tear and approved modifications excepted.

21.2 Equipment. The Government will furnish equipment and information at no additional cost to the contractor. The Government will provide workspace, furnishings, telephone services, computer hardware and software, communications networks, printers, and other peripherals and resources required for contract performance. Upgrades to Government developed software will be made at the discretion of the Government and at no additional cost to the contractor. Replacement or repair of lost, stolen, damaged, or unusable equipment is the responsibility of the contractor. The contractor shall comply with Navy regulations that relate to the use of Government equipment.

21.3 Access to all required external interface systems and data.

21.4 All required facility resources (space, power, access, if necessary) for all test sites.

21.5 All hardware (terminals, servers and associated network equipment), COTS and licenses required by the contractor for the setup and operation of the program.

21.6 Personnel computing equipment including MS Office Suite and Rational tools. Computers will have

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 20 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

network connectivity.

21.7 Hardware, communications, and software required by the contractor to link the applicable government facilities with the contractor internal networking facilities for process transfer.

21.8 Maintenance. The Government will provide maintenance of the Government-furnished facilities.

21.9 Inspections. The Government will conduct, with contractor cooperation inspections. Inspections may be random, announced or unannounced.

21.10 Supplies. The Government will provide all necessary supplies required to perform this contract.

22 TRAVEL

All government directed travel and per diem associated with work requirements listed in this PWS shall be billed in accordance with the Joint Federal Travel Regulation and the Joint Travel Regulation (JFTR/JTR). Travel required to complete taskings will be reported at the specific project level. The TOM shall authorize all travel prior to commencement of travel. An approved contractor's Travel Authorization Request (TAR) shall be the standard document authorizing contractor travel. All travel associated with training of personnel is the contractor's responsibility.

23 RELEASE OF PUBLIC INFORMATION

23.1 All inquiries, comments, or complaints arising from any matter observed, experienced, or learned as a result of, or in connection with the performance of this contract, shall be directed to the Contracting Officer if a response requires the dissemination of official information to the public.

23.2 Disclosure of information relating to the services in this PWS to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under his/her control in connection with work under this contract, may subject the contractor, its agent or employees to criminal penalties under 18 USC 793, and 798. Neither the contractor nor any of its employees shall disclose or cause to be disseminated any information covered under the Privacy Act (e.g. home addresses, social security numbers, personal telephone numbers of personnel, selection board information) to which the contractor may have access.

24 DEFINITIONS

24.1 GENERAL. The following terms used in this performance work statement and in the performance of this contract shall have the meanings set forth below.

BUREAU OF NAVAL PERSONNEL (BUPERS). The agency responsible for directing/managing the qualitative and quantitative manpower requirements of the Navy (i.e., personal and family support programs).

CONTRACTING OFFICER. The Government employee with the authority to enter into, administer, modify, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

TASK ORDER MONITOR (TOM). The Government employee responsible for assuring contractor performance through audits, documentation, and liaison with the Contracting Officer. The TOM is appointed in writing by the Contracting Officer. The TOM has no authority to modify this contract, resolve disputes, or obligate funds.

CONTRACTOR. That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 21 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DoD. Department of Defense.

EXTENDED WORK WEEK. Any hours worked over a forty hour work week

FEDERAL HOLIDAY. For purposes of this contract, the following are recognized Federal Holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

MAC. Move, add, change

PERFORMANCE MEASURE. The measurement that determines acceptable and unacceptable performance.

QUALITY ASSURANCE. Those actions taken by the Government to check goods or services to determine that they meet the requirements of the contract.

QUALITY ASSURANCE EVALUATOR (QAE). A Government employee responsible for the surveillance of a Contractor's performance.

QUALITY ASSURANCE SURVEILLANCE PLAN. The plan which outlines those actions which may be taken by the Government to check the goods or services provided by a Contractor, to determine they meet the requirements of the contract.

QUALITY CONTROL. Those actions taken by the Contractor to control the production of goods or services so that they will meet the requirements of the contract.

QUALITY CONTROL (QC) PLAN. The plan which outlines those actions to be performed by the contractor to control the provision of services to ensure they meet the requirements of the contract.

UNIFORMED SERVICES. The Air Force, Army, Navy, Marine Corps, Coast Guard, Commissioned Corps of the National Oceanic and Atmospheric Administration, and Commissioned Corps of the Public Health Service.

25 GOVERNMENT FURNISHED PROPERTY AND SERVICES

25.1 The Government will provide, without cost, facilities, equipment, materials and services listed below:

25.2 Telephones. The Government will provide necessary telephones. Telephones will have local, DSN and long distance capabilities. The contractor shall keep a log of all long distance toll calls. The log shall include the name of the person placing the call, person or activity called, telephone number called, and the date of the call. The log shall be turned over to the TOM by the 5th workday of the month following the month in which the calls were placed. The cost of non-official long distance calls shall be paid by the contractor.

25.3 DELETED

25.4 The government will furnish either cell phone or pagers for contractors who are required to be on call to support tasks that on-call is required.

26 DELETED

27 COMPLIANCE

Section 508 Compliance. All information technology products acquired or developed by a federal agency after June 25, 2001 must be compatible with accessories that permit people with disabilities to use that

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 22 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

equipment. These accessories include screen readers for the blind and telephone technology for the deaf. While agencies do not have to install assist devices and technology in their offices until an employee with disabilities is hired, any office equipment bought after June 25, 2001 must meet specific standards so assist devices can be attached if required. All Electronic and Information Technology (EIT) procured through this task must meet the applicable accessibility standards at 36 DFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 509 of the Rehabilitation Act of 1973, as amended, and is available at <http://section508.gov/accessible.html> - Part 1194. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or non-compliant with the accessibility standards at 36 DFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g. vendor's website or other exact location).

28 WORK ENVIRONMENT

The environments listed below describes the environment to be supported for this contract.

MESSAGE CENTER ENVIRONMENT (2.1):

Gate Guard, MDS, AUTODINREL, and MDT terminals

Removable hard drives

STU-III's

Fortezza Cards

Software

Defense Messaging System

Message Distribution System

AUTODIN

Proxy MR

TurboPrep

Common Message Processor

MS Outlook

DPVS

NMCI (2.2):

MS Access (NMCI Gold Disk Version)

Active Directory Adminpak

Windows NT and 2000 User Manager

VTC SUPPORT (2.3)

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 23 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Dell 2250 server or similar

Remedy ARS

Remedy Web

Crystal Reports

Windows Terminal Server Client

MS Office XP

MS Access

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 24 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

All deliverables shall be packed and packaged in accordance with standard commercial practices, and shipped to the Task Order Manager identified in Section G.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 25 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 26 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

Base Period: 1 Oct 2006 through 17 Nov 2007

Option Year 1: 18 Nov 2007 through 17 Nov 2008

Option Year 2: 18 Nov 2008 through 17 Nov 2009

Option Year 3: 18 Nov 2009 through 17 Nov 2010

Option Year 4: 18 Nov 2010 through 17 Nov 2011

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract.

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 27 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

G-1 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

G-2 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a cost reimbursable task order with award fee.

G-3 INVOICES

See basic contract.

G-4 AVAILABILITY OF FUNDS (APR 1984) (FAR 52.232-18)

Funds are not presently available for this task order. The Government's obligation under this task order is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this task order and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

G-5 The Task Order Monitor (TOM) for this task order is as follows:

Alice J Merritt, PERS 34G1

5720 Integrity Drive, Bldg 769

Millington, TN 38055

alice.merritt@navy.mil

901-874-2315

G-6 The Contract Specialist (CS) for this task order is as follows:

Sharon B. Roberson, ITCN00C

SPAWARSYSCEN NOLA

2251 Lakeshore Drive

New Orleans, LA 70145

deborah.drury@navy.mil

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 28 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

504-697-1313

G-7 The Contracting Officer (KO) for this task order is as follows:

Edward V. Wallace

2251 Lakeshore Drive

New Orleans, LA 70145

ed.wallace1@navy.mil

504-697-1301

```
Accounting Data
SLINID  PR Number          Amount
-----
1001                    10000.00
LLA :
AA 1771804 22T4 000 62980 2D CED401 629807ED257P
Standard Number: N6298007RCED401
```

BASE Funding 10000.00
Cumulative Funding 10000.00

MOD 01

```
1001                    569556.00
LLA :
AA 1771804 22T4 000 62980 2D CED401 629807ED257P
Standard Number: N6298007RCED401
```

```
1004                    110000.00
LLA :
AA 1771804 22T4 000 62980 0 068566 2D CEL402 629807EL257P
Standard Number: N6298007RCEL402
```

MOD 01 Funding 679556.00
Cumulative Funding 689556.00

MOD 04

```
1001                    (100556.00)
LLA :
AA 1771804 22T4 000 62980 2D CED401 629807ED257P
Standard Number: N6298007RCED401
```

MOD 04 Funding -100556.00
Cumulative Funding 589000.00

MOD 05

```
100101                  479000.00
LLA :
AA 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P
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```
100401                  165000.00
LLA :
AB 1771804 22T4 000 62980 0 068566 2D CEL402 629807EL257P
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MOD 05 Funding 644000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4155	NSFI	37	29 of 43	

Cumulative Funding 1233000.00

MOD 08

100101 11000.00
 LLA :
 AA 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

MOD 08 Funding 11000.00
 Cumulative Funding 1244000.00

MOD 10

100401 65000.00
 LLA :
 AB 1771804 22T4 000 62980 0 068566 2D CEL402 629807EL257P

MOD 10 Funding 65000.00
 Cumulative Funding 1309000.00

MOD 11

100401 (23000.00)
 LLA :
 AB 1771804 22T4 000 62980 0 068566 2D CEL402 629807EL257P

MOD 11 Funding -23000.00
 Cumulative Funding 1286000.00

MOD 12

100101 76000.00
 LLA :
 AA 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

MOD 12 Funding 76000.00
 Cumulative Funding 1362000.00

MOD 13

100101 23000.00
 LLA :
 AA 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

MOD 13 Funding 23000.00
 Cumulative Funding 1385000.00

MOD 14

100101 70000.00
 LLA :
 AA 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

100401 25000.00
 LLA :
 AB 1771804 22T4 000 62980 0 068566 2D CEL402 629807EL257P

MOD 14 Funding 95000.00
 Cumulative Funding 1480000.00

MOD 15

2001 n6298008rced401 27000.00
 LLA :
 AA 1781704 22T4 000 62980 0 068566 2D CED401 6298008ED257P

2002 N6298008RCEL403 5000.00
 LLA :
 AB 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4155	NSFI	37	30 of 43	

MOD 15 Funding 32000.00
Cumulative Funding 1512000.00

MOD 16

2001 n6298008rced401 100000.00
LLA :
AA 1781704 22T4 000 62980 0 068566 2D CED401 6298008ED257P

2002 N6298008RCEL403 45000.00
LLA :
AB 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

MOD 16 Funding 145000.00
Cumulative Funding 1657000.00

MOD 18

2001 n6298008rced401 194000.00
LLA :
AA 1781704 22T4 000 62980 0 068566 2D CED401 6298008ED257P

MOD 18 Funding 194000.00
Cumulative Funding 1851000.00

MOD 19

2002 N6298008RCEL403 50000.00
LLA :
AB 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

MOD 19 Funding 50000.00
Cumulative Funding 1901000.00

MOD 20

1006 348000.00
LLA :
AA 1781704 22T4 000 62980 0 068566 2D CED401 6298008ED257P

1007 150000.00
LLA :
AB 1771804 22T4 000 62980 0 068566 2D CEL403 629808EL257P

MOD 20 Funding 498000.00
Cumulative Funding 2399000.00

MOD 22

1007 33000.00
LLA :
AB 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

MOD 22 Funding 33000.00
Cumulative Funding 2432000.00

MOD 23

1006 17000.00
LLA :
AA 1781704 22T4 000 62980 0 068566 2D CED401 6298008ED257P

1007 (183000.00)
LLA :
AB 1771804 22T4 000 62980 0 068566 2D CED401 629807ED257P

MOD 23 Funding -166000.00
Cumulative Funding 2266000.00

MOD 24

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4155	NSFI	37	31 of 43	

1006 50000.00
 LLA :
 AA 1781704 22T4 000 62980 0 068566 2D CED401 6298008ED257P

MOD 24 Funding 50000.00
 Cumulative Funding 2316000.00

MOD 25

400001 N6298009RCEED401 70000.00
 LLA :
 AC 1791804 22T4 000 62980 0 068566 2D CED401 629809ED257P

400002 N6298009RCEL402 50000.00
 LLA :
 AD 1791804 22T4 000 62980 0 068566 2D CEL402 629809EL257P

MOD 25 Funding 120000.00
 Cumulative Funding 2436000.00

MOD 26

400001 N6298009RCEED401 320000.00
 LLA :
 AC 1791804 22T4 000 62980 0 068566 2D CED401 629809ED257P

MOD 26 Funding 320000.00
 Cumulative Funding 2756000.00

MOD 27

400002 N6298009RCEL402 50000.00
 LLA :
 AD 1791804 22T4 000 62980 0 068566 2D CEL402 629809EL257P

MOD 27 Funding 50000.00
 Cumulative Funding 2806000.00

MOD 29

400001 N6298009RCEED401 (144000.00)
 LLA :
 AC 1791804 22T4 000 62980 0 068566 2D CED401 629809ED257P

MOD 29 Funding -144000.00
 Cumulative Funding 2662000.00

MOD 30

400002 N6298009RCEL402 25000.00
 LLA :
 AD 1791804 22T4 000 62980 0 068566 2D CEL402 629809EL257P

400003 65000.00
 LLA :
 AE 1791804 22T4 000 62980 0 068566 2D CEL406 629809EL257P

MOD 30 Funding 90000.00
 Cumulative Funding 2752000.00

MOD 31

400001 N6298009RCEED401 (14000.00)
 LLA :
 AC 1791804 22T4 000 62980 0 068566 2D CED401 629809ED257P

400002 N6298009RCEL402 60000.00
 LLA :
 AD 1791804 22T4 000 62980 0 068566 2D CEL402 629809EL257P

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 33 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

H-2 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

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

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

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

H-3 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

The following clause restates the Data Rights clause in the basic contract. The requirements of this clause are invoked for this task order:

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 34 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:

(a) patent or pending patent application number;

(b) title of the patent or pending patent application;

(c) issue date of the patent, or filing date of the pending patent application;

(d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;

(e) the nature of the Contractor's right, title or interest in the background invention;

(f) if the Government or any third part has any right, title or interest in the background invention; and

(g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 35 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

H-4 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 36 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

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

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

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

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

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

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

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

H-5 CONTRACTOR BADGING REQUIREMENTS

All contractors are required to obtain Common Access Card (CAC). Contract Facility Security Officer will send copy of VAL to government identified Trusted Agent (TA) for all new employees and also for CAC renewals. Request will contain contractor first, last and middle name as well as Social Security Number, Date of Birth and email address. Email address of Human Resource Manager can be given. TA will input information into Contractor Verification System (CVS). TA will supply temporary username/password to contractor. Contractor will log into CVS and complete application. TA will either reject or approve completed application in CVS. If approved, contractor information will be input in DEERS and contractor will be notified that they can make appointment with local CAC issuance office. Appointment must be made prior to going to CAC office. Contractor is required to provide two (2) forms of identification to CAC office. Upon completion of the contract, or a contract employee's termination the CAC card shall be returned to TA.

H-6 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

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

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

H-7 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices,

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSFI	AMENDMENT/MODIFICATION NO. 37	PAGE 37 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

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

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

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

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

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

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

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

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

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

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

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

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

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 38 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

H-8 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 39 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-8 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE _____

TYPED NAME _____

DATE _____

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

H-9 TECHNICAL INSTRUCTIONS

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

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 40 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instruction may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

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

H-100 - BASE ACCESS

Personnel requiring access to MPT&E restricted spaced processing classified information and to Government personnel computers/computer systems accessing military records/ Privacy Act data will be required to be U.S. Citizens.

The contract positions requiring access to classified information and military records/ privacy act data are designated as Information Technology (IT) Level II per Dodd 5200.2R. Each contract person will require a favorably adjudicated National Agency Check with Local Agency and Credit Check (NACLCL) Personnel Security Investigation (PSI). The PSI must be initiated prior to individual reporting for duty. Once a PSI is completed and it has been determined the contract person fails to meet the standards for a favorable NACLCL, the contract person must be terminated for failure to meet PSI requirements. Contract personnel having access to restricted spaces processing classified information must have Secret access. Contract personnel having access to military records/Privacy act data that is not classified do not need Secret access; however, **contract personnel (users) performing task that involve Privacy Act data must be eligible for a security clearance (eligibility of SECRET) commensurate with the level of access granted per Dodo 8500.2.** Contract Facility Security Officer (FSO) will send Visit Authorization Letters (VAL) to the Base Facility Command Security Manager prior to any contract personnel reporting per Dodd 5220.22M. All contract personnel positions will be identified IT Level II and all contract personnel will have their security clearance/access listed on the VAL. Contractor shall complete Privacy Act training as required by each command location security/legal office.

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 41 of 43	FINAL
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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

I-2 PERSONAL IDENTIFY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system. (End of Clause)

I-3 PRIVACY ACT NOTIFICATION (FAR 52.224-1) (APR 1984)

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

I-4 PRIVACY ACT (FAR 52.224-2) (APR 1984)

- (a) The Contractor agrees to --

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

- (i) The systems of records; and

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

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

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

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

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 42 of 43	FINAL
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the Contractor is considered to be an employee of the agency.

(c)

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

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

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

52.222-41 Service Contract Act (1965)

CONTRACT NO. N00178-05-D-4155	DELIVERY ORDER NO. NSF1	AMENDMENT/MODIFICATION NO. 37	PAGE 43 of 43	FINAL
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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Cost Summary Format

Attachment 3 - Supporting Cost Data