

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 01-Apr-2015	4. REQUISITION/PURCHASE REQ. NO. N5702515RC043CG	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200	CODE N00244	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way Chantilly VA 20151	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-NW04 10B. DATED (SEE ITEM 13) 01-Jun-2013
CAGE CODE 8D014	FACILITY CODE	[X]

**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.
<input type="checkbox"/>	
<input type="checkbox"/>	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) 52.217-9, Option to Extend the Term of the Contract

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria S Papet, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY /s/Maria S Papet (Signature of Contracting Officer)	16C. DATE SIGNED 09-Feb-2015

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

**GENERAL INFORMATION**

The purpose of this modification is to exercise option CLINs 7000 and 9000 and to fully fund both CLINs. NSP CLINs 7002, 7003, and 7004 are also exercised. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,859,838.36 by \$998,991.22 to \$2,858,829.58.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7000	O&MN,N	0.00	995,491.22	995,491.22
9000	O&MN,N	0.00	3,500.00	3,500.00

The total value of the order is hereby increased from \$1,859,838.36 by \$998,991.22 to \$2,858,829.58.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7000	0.00	995,491.22	995,491.22
9000	0.00	3,500.00	3,500.00

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 1 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	ACES Support Services for the base period in accordance with (IAW) Section C of the Performance Work Statement (PWS) herein. (O&MN,N)		LO			\$856,551.54
4001	R425	Surge ACES Support Services for the base period. This is 10% of the total cost of CLIN 4000. This is an option CLIN and shall not be exercised unless the total ceiling is reached for CLIN 4000 of the base period. (O&MN,N)  Option		LO			\$85,655.15
4002	R425	ACES Support Services IAW Section C of PWS herein for option period 1. (O&MN,N)		LO			\$996,286.82
4003	R425	Surge ACES Support Services This is 10% of the total cost of CLIN 4002. This is an option CLIN and shall not be exercised unless the total ceiling is reached for CLIN 4002 of option period 1. (O&MN,N)  Option		LO			\$99,548.81

For Cost Type / NSP Items

4004		Data in accordance with CDRL A001 - Software, Hardware, Inventory. Base Period (6/1/13-3/31/14).	1.0	LO			NSP
4005		Data in accordance with CDRL A002 - Monthly Narrative Report. Base Period (6/1/13-3/31/14).	1.0	LO			NSP
4006		Data in accordance with CDRL A003 - Monthly Financial Summary Report. Base Period (6/1/13-3/31/14).	1.0	LO			NSP
4007		Data in accordance with CDRL A001 - Software, Hardware, Inventory. Option Period 1 (4/1/14-3/31/15).	1.0	LO			NSP
4008		Data in accordance with CDRL A002 - Monthly Narrative Report. Option Period 1 (4/1/14-3/31/15).	1.0	LO			NSP
4009		Data in accordance with CDRL A003 - Monthly Financial Summary Report. Option Period 1 (4/1/14-3/31/15).	1.0	LO			NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
------	-----	-------------------	-----	------	-----------

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Travel in support of CLIN 4000 base period. Travel shall be conducted IAW the joint travel regulations (JTR) and shall not exceed \$3,500 (inclusive of contractor's handling fees). (O&MN,N)	1.0	LO	\$3,500.00
600001	R425	Funding provided for CLIN 6000 (O&MN,N)			
6001	R425	Travel in support of CLIN 4002 option period 1. Travel shall be conducted IAW the joint travel regulations (JTR) and shall not exceed \$3,500(inclusive of contractor's handling fees). Option period 1. (O&MN,N)	1.0	LO	\$3,500.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R425	ACES Support Services IAW Section C of PWS herein for option period 2. (O&MN,N)	█	LO	█	█	\$995,491.22
7001	R425	Surge ACES Support Services for option period 2. This is 10% of the total cost of CLIN 7000. This is an option CLIN and shall not be exercised unless the total ceiling is reached for CLIN 7000 of option period 2. (O&MN,N)  Option	█	LO	█	█	\$99,469.32

For Cost Type / NSP Items

7002		Data in accordance with CDRL A001 - Software, Hardware, Inventory. Option Period 2 (4/1/15-3/31/16).	1.0	LO		NSP
7003		Data in accordance with CDRL A002 - Monthly Narrative Report. Option Period 2 (4/1/15-3/31/16).	1.0	LO		NSP
7004		Data in accordance with CDRL A003 - Monthly Financial Summary Report. Option Period 2 (4/1/15-3/31/16).	1.0	LO		NSP

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	Travel in support of CLIN 7000 option period 2. Travel shall be conducted IAW the joint travel regulations (JTR) and shall not exceed \$3,500 (inclusive of contractor's handling fees). (O&MN,N)	1.0	LO	\$3,500.00

FEE ADJUSTMENT DUE TO VARIATIONS IN THE LEVEL OF EFFORT AND PAYMENT OF FEE

Base Period:

This task order requires performance by the Contractor for the period of 1 June 2013 through 31 March 2014. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. The total number of hours of direct labor (including subcontract hours, but excluding holiday, is █ hours for the 10 month base period, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours." If,

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 3 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

at any time during a performance period of this task order, the number of direct hours utilized under this task order exceeds 85% of the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances. The estimated cost and fixed fee are based on the estimated total hours. In the event that less than the estimated total hours established for the performance period are utilized, the fee shall be proportionately reduced to reflect the reduction in work. The Government shall make payment, on account of the fixed fee, at the rate of [REDACTED] per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216- 8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee shall be repaid by the Contractor or otherwise credited to the Government, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this task order.

#### Base Period Surge:

This task order requires performance by the Contractor for the surge base period of 1 June 2013 through 31 March 2014. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. The total number of hours of direct labor (including subcontract hours, but excluding holiday, is [REDACTED] hours for the 10 month base surge period, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours." If, at any time during a performance period of this task order, the number of direct hours utilized under this task order exceeds 85% of the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances. The estimated cost and fixed fee are based on the estimated total hours. In the event that less than the estimated total hours established for the performance period are utilized, the fee shall be proportionately reduced to reflect the reduction in work. The Government shall make payment, on account of the fixed fee, at the rate of [REDACTED] per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216- 8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee shall be repaid by the Contractor or otherwise credited to the Government, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this task order.

#### Option Period I:

This task order requires performance by the Contractor for the period of 1 April 2014 through 31 March 2015. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. The total number of hours of direct labor (including subcontract hours, but excluding holiday, is [REDACTED] hours for option period I, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours." If, at any time during a performance period of this task order, the number of direct hours utilized under this task order exceeds 85% of the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances. The estimated cost and fixed fee are based on the estimated total hours. In the event that less than the estimated total hours established for the performance period are utilized, the fee shall be proportionately reduced to reflect the reduction in work. The Government shall make payment, on account of the fixed fee, at the rate of [REDACTED] per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216- 8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee shall be repaid by the Contractor or otherwise credited to the Government, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this task order.

#### Option Period I Surge:

This task order requires performance by the Contractor for the period of 1 April 2014 through 31 March 2015. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. The total number of hours of direct labor (including subcontract hours, but excluding holiday, is [REDACTED] hours for option period I, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours." If, at any time during a performance period of this task order, the number of direct hours utilized under this task order exceeds 85% of the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances. The estimated cost and fixed fee are based on the estimated total hours. In the event that less than the estimated total hours established for the performance period are utilized, the fee shall be proportionately reduced to reflect the reduction in work. The Government shall make payment, on account of the fixed fee, at the rate of [REDACTED] per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216- 8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee shall be repaid by the Contractor or otherwise

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 4 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

credited to the Government, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this task order.

**Option Period II:**

This task order requires performance by the Contractor for the period of 1 April 2015 through 31 March 2016. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. The total number of hours of direct labor (including subcontract hours, but excluding holiday, is [REDACTED] hours for option period II, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours." If, at any time during a performance period of this task order, the number of direct hours utilized under this task order exceeds 85% of the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances. The estimated cost and fixed fee are based on the estimated total hours. In the event that less than the estimated total hours established for the performance period are utilized, the fee shall be proportionately reduced to reflect the reduction in work. The Government shall make payment, on account of the fixed fee, at the rate of [REDACTED] per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216- 8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee shall be repaid by the Contractor or otherwise credited to the Government, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this task order.

**Option Period II Surge:**

This task order requires performance by the Contractor for the period of 1 April 2015 through 31 March 2016. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. The total number of hours of direct labor (including subcontract hours, but excluding holiday, is [REDACTED] hours for option period II surge, which quantity, as set forth herein or as expressly changed by formal modification hereto, is hereinafter referred to as the "estimated total hours." If, at any time during a performance period of this task order, the number of direct hours utilized under this task order exceeds 85% of the estimated total hours, the contractor shall immediately notify the Contracting Officer of such circumstances. The estimated cost and fixed fee are based on the estimated total hours. In the event that less than the estimated total hours established for the performance period are utilized, the fee shall be proportionately reduced to reflect the reduction in work. The Government shall make payment, on account of the fixed fee, at the rate of [REDACTED] per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216- 8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee shall be repaid by the Contractor or otherwise credited to the Government, at the time of final payment. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this task order.

**LEVEL OF EFFORT – OPTION PERIOD**

The terms of the above provision entitled "Fee Adjustments Due to Variations in the Level of Effort" shall apply to the following option period(s). Any unused level of effort (direct labor hours) or estimated cost from one year is not transferable or available for use in a subsequent (option) year.

**SURGE BASE PERIOD**

1 June 2013 through 31 March 2014.

Estimated total hours [REDACTED]

**OPTION PERIOD I**

1 April 2014 through 31 March 2015.

Estimated total hours [REDACTED].

**SURGE OPTION PERIOD I**

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 5 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

1 April 2014 through 31 March 2015.

Estimated total hours [REDACTED]

OPTION PERIOD II

1 April 2015 through 31 March 2016.

Estimated total hours [REDACTED].

SURGE OPTION PERIOD II

1 April 2015 through 31 March 2016.

Estimated total hours [REDACTED]

PAYMENT OF FIXED FEE – CPFF TERM LEVEL OF EFFORT CONTRACT

(a) The fixed fee, if any, as specified in Section B of this task order, subject to any adjustment required by other provisions of this task order, will be paid in installments (the total of which shall not exceed 85 percent of the total fixed fee), to be paid at the time of each provisional payment on account of the allowable cost. The amount of each such installment is to be a direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in this section by the clause entitled "Level of Effort". The balance of the fixed fee shall be payment in accordance with other clauses of this task order. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 6 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

COMMANDER NAVAL AIR FORCE U. S. PACIFIC FLEET  
MANAGEMENT, ENGINEERING AND TECHNICAL SUPPORT SERVICES  
FOR THE  
AVIATION COST EVALUATION SYSTEM (ACES) PROGRAM - OFF SITE

### 1.0 General.

#### 1.1 Organization to be supported:

Commander, Naval Air Force Pacific Fleet  
Comptroller Department, Code N01F, Building 11  
Naval Air Station North Island  
San Diego, CA 92135

Work is to be accomplished for: The Commander, Naval Air Force Pacific Fleet (COMNAVAIRPAC/CNAP), Commander Naval Air Force Atlantic Fleet (COMNAVAIRLANT/CNAL), the Commander, Marine Forces Pacific (COMMARFORPAC), and the Commander, Marine Forces Atlantic (COMMARFORLANT).

#### 1.2 Scope:

This is a Performance-Based **Cost Plus Fixed Fee** requirement.

This Statement of Work provides for enterprise-wide Contractor support to COMNAVAIRPAC, COMNAVAIRLANT, COMMARFORPAC, and COMMARFORLANT for Management, Engineering, and Technical Support Services associated with the Aviation Cost Evaluation System (ACES) Program to include ACES, Execution Manager (XMAN), Aviation Store Keeper Information Tracking (ASKIT) System and the Comptroller Summary (CSUM) web application/database/server support, any other requested related subordinate program modules, and such other related applications as directed by the Contracting Officer or Task Order Manager (TOM).

#### 1.3 Project Objective and Background:

1.3.1 **Objective:** The objective of this task order is to provide continuing Management, Engineering and Technical Support Services for COMNAVAIRPAC, COMNAVAIRLANT, COMMARFORPAC and COMMARFORLANT for the Aviation Cost Evaluation System (ACES) Program, all related sub-systems, and other applications as directed by the Contracting Officer or the TOM.

1.3.2 **Background:** The Commander Naval Air Force Pacific Fleet (COMNAVAIRPAC), Commander Naval Air Force Atlantic Fleet (COMNAVAIRLANT), the Commander, Marine Forces Pacific (COMMARFORPAC), and the Commander, Marine Forces Atlantic (COMMARFORLANT) manage, budget and allocate funding for the operation and maintenance of Pacific and Atlantic Fleet aircraft, carriers, bases, Marine Aviation Logistics Squadrons (MALS), and other support infrastructure. In order to provide efficient management of the operations and maintenance management resources allocated to Fleet Forces, a cost reporting application and database system, Aviation Cost Evaluation System (ACES), provides appropriate cost tracking and budgeting of maintenance and operating costs, as well as other naval aviation related costs to COMMARFORPAC, and COMMARFORLANT programs. ACES is essential for the effective management of the Flying Hour Program (FHP) and for all up-line reporting requirements for the Aviation Type Commander Staff, subordinate commands and higher authorities. Pursuant to DoD and U.S. Navy directives, COMNAVAIRPAC, COMNAVAIRLANT, COMMARFORPAC, and COMMARFORLANT have reengineered ACES to be Navy Marine Corps Intranet (NMCI) compliant and Functional Area Managers (FAMS) approved. This requirement is for enterprise-wide contractor support to COMNAVAIRPAC, COMNAVAIRLANT, COMMARFORPAC, and COMMARFORLANT for management, engineering, and technical support Services associated with the ACES Program to include ACES, Execution Manager (XMAN), Aviation Store Keeper Information Tracking (ASKIT) System and the Comptroller Summary (CSUM) web application/database/server support, and related subordinate program modules. The development server/software shall be hosted off-site at the contractor's location. The production server/software is hosted at the Government site.

### 2.0 Definition.



CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 7 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Best Effort: The effort expended by the Contractor to perform within the awarded ceiling price all work specified in this task order and any other obligations under this task order and the basic contract vehicle. This effort includes providing required qualified personnel, properly supervised by the Contractor, and following industry accepted methodologies and other practices. The effort is further characterized by the use of effective and efficient methods, and demonstrating sound cost control.

### 2.1 Applicable Publications/Directives:

Document Type	No./Version	Title	Effective Date
DoD Manual	8570.01-M	Information Workforce Improvement Program	19 Dec 2005
DoD Directive	8570.1	Information Assurance Training, Certification and Workforce Management	25 Aug 2004
SECNAVINST	5239.3B	DON Information Assurance Policy	17 June 2009
SECNAV Manual	M-5239.2	DON Information Assurance Management Manual to Support the Information Assurance Workforce Improvement Program	29 May 2009

### 3.0 Task / Work to Be Performed.

The following sections outline the specific task order requirements, performance indicators, associated standards, and Government quality assurance methods.

#### 3.1 Task Order Description:

The Contractor shall support the existing Aviation Cost Evaluation System (ACES) in its current Web based form, to include ACES, and all ACES-related sub-systems and subordinate modules such as the Execution Manager (XMAN), Aviation Store Keeper Information Tracking (ASKIT) System and the Comptroller Summary (CSUM) web application/database/server support, any other requested subordinate program modules, and such other related applications as directed by the Contracting Officer or Task Order Manager (TOM). The contractor shall maintain, revise, update, and enhance the system through CNAP approved changes to support new/modified up-line reporting requirements including Web maintenance. The Contractor shall continue the analysis of the existing system started under previous task orders, and make recommendations for further enhancements and for improving cost efficiency and effectiveness of operations. Tasks planned include the implementation of approved enhancements, data analysis, documentation, and training of operator and management personnel. Historically, the tasks addressed in 3.2 through 3.4 are expected to be performed throughout the performance period. However, operational requirements, changes in reporting requirements directed by higher authority for budgetary planning purposes, and/or changes in information technology certification requirements as directed by Department of Navy Chief Information Office (DON CIO) may require greater emphasis of some tasks over others.

#### 3.2 ACES Technical Requirements/Support:

3.2.1 The contractor shall analyze the Aviation Cost Evaluation System to determine if all agreed functional requirements are being met. At a minimum, this will pertain to: (1) Analysis of program cost reporting methods; (2) Analysis of databases used by or available to COMNAVAIRPAC, COMNAVAIRLANT, COMMARFORPAC, and/or COMMARFORLANT; (3) Analysis regarding projection of program operations and maintenance costs for budget purposes and for allocation of funding to COMNAVAIRPAC, COMNAVAIRLANT, COMMARFORPAC, and /or COMMARFORLANT subordinate commands; (4) Analysis of tracking and evaluation of historical program operations and maintenance costs for use in projection and comparison to budget documents; and (5) Analyses designed to improve business practices, and improve the efficiency of maintenance and logistics activities and systems performance. Based on completed analyses, the contractor shall make recommendations for advanced methods to collect, store, and access technical data required in support of operational systems and business practices.

3.2.2 The contractor shall review new budget documents throughout the budget cycle, identify and implement process revisions and reports for budget analysis, and provide training to COMNAVAIRPAC, COMNAVAIRLANT, COMMARFORPAC and COMMARFORLANT personnel in current and revised processes. Historically, number of personnel requiring training varies and is dependent upon the extent of revisions; estimated number of personnel

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 8 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

that may require training is not more than fifty (50).

3.2.3 The contractor shall analyze management information necessary to support reliable and predictable projections of aircraft operations and maintenance expenditures, identify and implement process revisions for current systems to accurately explain and project the cost of aircraft operations and maintenance, and provide training to COMNAVAIRPAC, COMNAVAIRLANT, COMMARFORPAC and COMMARFORLANT personnel in revised processes. Historically, the number of personnel that require training varies and is dependent upon the extent of revisions made to the various reports; estimated number of personnel that may require training is not more than fifty (50).

3.2.4 The contractor shall provide analysis of aircraft maintenance tracking and evaluation, and develop and implement data collection and storage methods to support tracking and evaluating costs associated with aircraft maintenance.

3.2.5 The contractor shall evaluate training requirements for personnel in the use of the Web-enabled ACES applications including Execution Manager (XMAN), Aviation Store Keeper Information Tracking (ASKIT) System, Comptroller Summary (CSUM) and other requested subordinate program modules. The contractor shall provide training support to include the development of training plans, syllabus, training aids, and trainee selection, and conduct classroom and on-the-job training for system supervisors, operators and management as requested at either trainees work spaces or the contractor's facility as required.

Historically, training is conducted no more than four (4) times per year, for 20-30 personnel per location. The training typically includes a one day of general overview of the training. And the remainder of the training would be performed at the individual squadrons located in those locations (that need the training) for squadron specific training needs. The training is dependent upon which subordinate command requests the training and availability of funds on contract. If travel funding is not available on contract, training may be provided at the contractor's site.

For example, if CNAF or the contractor receive questions or a request for training from a squadron located in NAS Lemoore - CNAF will try to schedule a 1-week (5 day) trip to Lemoore; the contractor will conduct one full day of general training/overview which usually involves 20 - 30 personnel. Then, the following days the contractor will visit each squadron and do squadron specific training, as needed. The contractor would spend 3-4 days doing training.

If travel funding is not available, training may be provided at the contractor site.

3.2.6 The contractor shall maintain and update the ACES Program databases, apply all relevant Oracle security patches and evaluate/test/implement further database upgrades as deemed necessary by both DON-CIO and industry standards.

3.2.7 The contractor shall maintain, test and program ACES server application code based upon both DON-CIO and industry standards, plan appropriate code updates, revision changes and software control as deemed necessary.

3.2.8 The contractor shall receive and archive all historical Oracle database exports at the contractor's facility for off-site storage backups.

3.2.9 The contractor shall maintain all ACES Program related documentation (Request For Action (RFA), specifications, test matrices, application code reviews, etc.) according to industry standards. Updated documentation, in readable format shall be provided to CNAP SME quarterly.

3.2.10 The contractor shall provide off-site database and system administration and maintenance, data access and management, data analysis and business systems improvement support services for the ACES Program servers.

3.2.11 The contractor shall obtain and maintain all necessary licenses and Memorandums of Agreement (MOAs) to perform the effort in connection with licensing for application software required by the ACES program not covered under the Navy Enterprise Data Center (NEDC) Service Level Agreement (SLA) between SPAWAR and COMNAVAIRPAC in accordance with DON CIO and/or COMNAVAIRPAC requirements.

3.2.12 The contractor shall provide system administration on Windows 2003/2008 server operations and maintenance functions for all applications on the ACES Program servers not covered under the NEDC Service Level Agreement (SLA) between SPAWAR and COMNAVAIRPAC. The contractor shall perform system configuration,

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 9 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

maintenance, and troubleshooting tasks, and provide basic day-to-day tasks needed to maintain systems at optimum performance. System maintenance includes:

- Monitor system disk space usage,
- Monitor system access,
- Configure system software,
- Manage basic system security,
- Schedule processes and automate system tasks,

3.2.13 The contractor shall provide complete Oracle 11g database administration by creating and managing the Oracle databases from startup through shutdown, tuning, back-ups and security.

### **3.3 Implement workflow business processes to include the following:**

#### 3.3.1 Aviation Cost Evaluation System

##### 3.3.1.1 Plan Flight Hour Module

3.3.1.1.1 The Contractor shall implement and maintain a Plan Flight Hour module within ACES to allow for the input/import and update capability of aircraft planned flight hours. This module will give users with appropriate access the ability to manage the planned flight hours for any unit and associated Type/Model/Series (T/M/S) aircraft.

3.3.1.1.2 The contractor shall implement and modify existing reports related to planned flight hours and its hours tracking process to enable users the ability to compare planned, required budgeted, and executed hours across all T/M/S aircraft.

##### 3.3.1.2 ACES Web Conversion

3.3.1.2.1 The Contractor shall continue converting all referential data setup modules within ACES to the enhanced web-based format, to enable users to create, maintain, and update referential data within ACES.

##### 3.3.1.3 User Requested ACES Additions / Enhancements

3.3.1.3.1 The Contractor shall implement and maintain a Unit Hierarchy Setup module within ACES that will enable users to create, maintain and update unit hierarchy relationships in support of various ACES reports.

3.3.1.3.2 The Contractor shall implement and maintain requested ACES report additions from COMMARFORPAC and their subordinate command, the 3rd Marine Aircraft Wing (3rd MAW) Comptroller as well as COMMARFORCOM.

3.3.1.3.3 The Contractor shall implement and maintain requested ACES report and application additions and changes from COMNAVAIRPAC, COMNAVAIRLANT as new requirements are authorized.

3.3.1.3.4 The Contractor shall improve the TEC/BUNO module within ASKIT and implement and maintain a process in ACES that will allow for the monthly reconciliation of squadron aircraft inventory records.

3.3.1.3.5 The Contractor shall implement and maintain a requested ACES report that displays monthly costs by T/M/S across the entire fiscal year. The report should have the groupings similar to the Official Flying Hour Cost Report (FHCR) and monthly values similar to the Flight Hour Tracking Report.

3.3.1.3.6 The Contractor shall implement and maintain a requested ACES report that will display monthly and cumulative year-to-date Reimbursable costs by Station / Org Code and Type Equipment Code (TEC).

#### 3.3.2 Execution Manager (XMAN)

3.3.2.1 The Contractor shall research, design, program and implement requested XMAN enhancements to include additional functionality and reporting capabilities as requested by COMNAVAIRPAC.

#### 3.3.3 Aviation Store Keeper Information Tracking (ASKIT)

3.3.3.1 The Contractor shall provide both technical and functional implementation and maintenance support to the

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 10 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ASKIT web application within the Commander Naval Air Forces Comptroller System (CNAFCS).

3.3.3.2 The Contractor shall provide training and on-site support as needed for the testing and release of the ASKIT web application including remote database administration and technical support.

3.3.3.3 The Contractor shall continue software and database changes in order to more effectively transfer / share data between ACES and ASKIT. The object of these processes is to reduce the man hours required to analyze data shared between the two systems.

3.3.3.4 The Contractor shall update/upgrade ASKIT to accommodate fuel data imported from the Defense Logistics Agency (DLA) Enterprise Business System (EBS). (Note: DLA is converting from Fuels Enterprise System (FES) to EBS. Current ASKIT program allows for importing fuel data from FES. With the change in systems at DLA, ASKIT programming in turn needs to be updated/changed to enable importing of data from the new DLA system, EBS.)

### 3.3.4 ACE Reporter Web Site

3.3.4.1 The Contractor shall upgrade the ACE Reporter Web site to use the latest report formats and Oracle database version technology as deemed necessary by both DON-CIO and industry standards and using ASP.Net to respond to new requirements and/or enhancements.

3.3.4.2 The Contractor shall possess adequate infrastructure, such as server hardware, to host the Oracle based ACE Reporter database to accommodate at least 50 concurrent users and allow growth as needed.

3.3.4.3 The Contractor shall provide both system and database administration on the ACE Reporter server at the contractor's location to include backups and restores, adding and deleting users, and managing user access privileges. Relocation of the ACE Reporter website will not require an IATO and DIACAP re-certification.

3.3.4.4 The Contractor shall update the monthly finalized ACES reports and TYCOM contact information as needed. Historically, there are approximately 110 ACES reports generated each month

3.3.4.5 The Contractor shall respond to customer questions regarding ACES reports, and update and maintain ACE Report "Frequently Asked Question" (FAQ) on-line.

3.3.4.6 The Contractor shall update the existing online web-based training material for ACES users. (Frequency: Semi-annually).

3.3.4.7 The Contractor shall maintain three fiscal years worth of historical data at any time available to all authenticated users.

3.3.4.8 The Contractor shall upgrade the Oracle database, apply all relevant security patches and evaluate further database enhancements as deemed necessary by both DON-CIO and industry standards.

3.3.4.9

### 3.3.5 Future Commander Naval Air Force Comptroller System Subordinate Modules

#### 3.3.5.1 Comptroller Business Practice Analysis

3.3.5.1.1 Upon receiving Comptroller Management Staff fund flow diagram, process analysis, and desired process improvements, contractor executes tasks in paragraph 3.3.5.1.2. Staff process improvements will address elimination of redundant analyst work, simplify processes, and depict the entire financial climate to the staff.

3.3.5.1.2 The Contractor shall provide a report summarizing the findings of the analysis and present options to automate and improve the current process as well as provide recommendations for the customized application modules needed to implement each option. In some instances, the data may already be available from alternate sources and may just require an electronic import application to warehouse the alternative source data.

3.3.5.1.3 After reviewing the findings of the completed analysis, options and recommendations, COMNAVAIRPAC will determine whether or not to continue with the development of customized application modules and/or the importing of alternative source data.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 11 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

### 3.3.5.2 Visual Representation (Comptroller Summary Reporting Module)

3.3.5.2.1 The Contractor shall continue to develop, enhance and maintain a Comptroller Summary Reporting Module that will enable management to see a snapshot of the entire program through pre-defined graphs, charts and summaries. This will serve as a high-level single data repository providing immediate confirmation of the most accurate data from each analyst. Data will be captured from ACES and all subordinate modules (including existing modules, future enhancement modules, and possible alternative source data).

### 3.3.5.3 Distribution (Grant Management Module)

#### 3.3.5.3.1 Initial Distribution / Grant Management Module Requirements:

The Contractor shall develop, implement and maintain a module that will allow the users to create, maintain and update grant distribution data. This module shall have the ability to: (1) Distribute and redistribute funding to individual units and their subordinates; (2) Automatically prepare a grant message using a predefined text format citing the specified funding changes; (3) Import data from external sources; (4) Allow the budget analyst to approve the grants and have them automatically post directly into the ASKIT database; and (5) Send e-mail notifications; and (6) Any information or functionality deemed necessary by the Contracting Officer or Contracting Officer's Technical Representative.

### 3.3.5.4 Phasing Plan (Requirement Management Module)

3.3.5.4.1 The Contractor shall develop, implement and maintain a module that will allow the users to create, maintain and update phasing plan requirements including, but not limited to: (1) Starting plan, (2) Baseline phasing plan, (3) Other Contingency Operations (OCO) phasing plan, and (4) Total phasing plan. This module shall also incorporate: (5) An automated process that will allow the user to "reconcile" each quarter in their plan with their controls and/or distribution for that corresponding quarter, (6) The ability for each analyst to confirm their data periodically so management will be able to determine how accurate the information is, and (7) Any information or functionality deemed necessary by the Contracting Officer or Contracting Officer's Technical Representative.

### 3.3.5.5 Maintenance Data Incorporation

3.3.5.5.1 The contractor shall review and analyze budgetary procedures to determine how detailed maintenance transactions could be incorporated into ACES thus providing transactional maintenance listings, trends and reports to further assist with Flying Hour Program analysis.

### 3.3.6 Other Support

3.3.6.1 The contractor shall provide on-site functional, technical and management assistance and support to CNAP, CNAL, COMMARFORPAC and COMMARFORLANT comptroller/financial personnel within 24 hours of telephone or written request (to include facsimiles and e-mail) made by the designated Contracting Officer or Contracting Officer's Technical Representative or ACES related users.

**3.4 The Contractor shall assist CNAP SME manage and comply with the COMNAVAIRPAC- Navy Enterprise Data Center (NEDC) Service Level Agreement (SLA).** In support of this task, the Contractor shall work and communicate with various levels of personnel located within DON-CIO, CINCPACFLT N6, COMNAVAIRPAC N6 and other approved agencies for the purpose of ACES and ASKIT DIACAP accreditation (FAM, DADMS, DITPR-DON). The Contractor shall coordinate, research, operate, implement and manage hardware and software processes for the ACES/ASKIT/ASAP (ACES) server hosted in the NEDC, in accordance with the CNAP-NEDC SLA. All SLA changes, updates, notifications, communications between the Contractor and NEDC will be vetted through the CNAP SME for review and approval. A copy of the CNAP-NEDC SLA is provided as an attachment in Section J of the contract.

## 3.5 Other Requirements

3.5.1 All Contractor personnel working on this task order shall be fluent in the English language as exemplified in their written and verbal skills.

3.5.2 All Contractor personnel working on this task order must be US citizens.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 12 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.5.3 The Contractor shall ensure all personnel comply with the certification and reporting requirements of DoD 8570.01-M. The contractor personnel that require logical and/or physical access to the Department's assets are the only personnel required to have an IAT certification. The Government anticipates a minimum of two contractor personnel will require IAT certification. At this time, a system administrator at the server level, is required to at a minimum to possess "IAT Level II" certification.

#### **4.0 DELIVERABLES**

4.1 Software and Hardware Inventory Report: The contractor shall inventory and provide the Subject Matter Expert (SME) a list of all current software and hardware licenses, serial numbers, and expiration dates of support agreements. Inventory shall be updated whenever a change occurs, but not less than quarterly. Microsoft product in government approved contractor format, see CDRL A001.

4.2 The Contractor shall provide the government a monthly summary of all work accomplished in support of section 3, Tasks 3.0 – 3.4 above. Data for this shall include specific numbers and types of items delivered.

4.2.1 Monthly Narrative Report : Referred to as the Monthly Status Report, this documents the work performed under the task order, with an accurate summary of program status to include tasks completed during the month, tasks on-going during the month, and tasks to be worked during the next month; issues or obstacles impeding progress and recommended solutions; status of deliverables/milestones; resource planning status; and topics or issues identified by the TOM with Contractor comment and/or mitigation plans. These reports shall be no longer than three pages and should contain a statement of progress against the cost schedule developed by the Contractor under project management. See CDRL A002 format.

4.2.2 Monthly Financial Summary report: The financial reports shall include all labor and travel costs incurred by the Contractor. The report shall be formatted to provide budgeted total and budgeted monthly hours; actual hours expended for the reporting period including breakdown by labor category and name; actual hours expended to date by task including breakdown by labor category and name; actual costs to date for the reporting period (based on actual hours); estimated cost to completion; task/cost variances (for > 10% variance, include explanation/analysis). This format allows efficient and accurate tracking to task order financials over the full course of the effort, and provides effective insight into declining funds availability so the Government can budget in a timely manner. See attached format CDRL A003 Monthly Financial Summary Report.

4.2.3 Monthly Invoice: Monthly invoices shall include: hours worked by each individual and billing rate by skill categories, fee, and overhead. Invoices must also indicate current, task order to date, percentage expended, and remaining dollar amounts. In addition, Other Direct Costs (ODC) e.g., travel, must be detailed and supporting documentation must be provided.

#### **4.3 Deliverables Inspection/Acceptance**

4.3.1 Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, and/or approve or disapprove the deliverable(s). The Contractor will also have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified herein are intended to be workdays unless otherwise specified.

4.3.2 The TOM and the SME, will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the TOM will not relieve the Contractor of the responsibility for complying with the requirements of this work statement.

4.3.3 Final approval and acceptance of documentation required herein shall be by email of approval and acceptance by TOM via the SME. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

4.3.4 Final inspection and acceptance of all work performed, reports and other deliverables will be

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 13 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

performed at the place of delivery by the SME and/or TOM or designee.

#### 4.4 General Deliverables Acceptance Criteria

4.4.1 General quality measures, as set forth below, will be applied to each work product received from the Contractor under this statement of work.

4.4.2 Accuracy - Work products shall be accurate in presentation, technical content and adhere to accepted elements of style.

4.4.3 Clarity - Work products shall be clear, concise and 99% free of grammar and spelling errors. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.

4.4.4 Consistency to Requirements - All work products must satisfy the requirements of this statement of work.

4.4.5 File Editing - All text and diagrammatic files shall be editable by the Government.

4.4.6 Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals. Work products via email is also acceptable.

4.4.7 Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date as determined by the Government.

#### **5.0 CONTRACTOR PERSONNEL REQUIREMENTS:**

##### 5.1. Labor Categories and Key Personnel:

The following labor categories are anticipated. The contractor shall provide only personnel fully qualified and competent to perform the scope of effort set forth herein. The successful contractor's proposed key and non key personnel shall become the performance standard for the task order.

##### 5.1.1. PROGRAM MANAGER (Key Personnel; Resume Required)

5.1.1.1 The Contractor shall provide a Program Manager to facilitate Government-Contractor communications. The Program Manager shall be the primary technical and managerial interface between the Contractor and Contracting Officer (KO), and the Task Order Manager (TOM) and the Subject Matter Expert (SME) located at COMNAVAIRPAC, San Diego, CA, and shall provide the day-to-day technical/professional guidance and leadership as appropriate, to ensure successful performance of the PWS. The name of this person and alternate, who shall act for the Contractor when the Program Manager is absent, shall be designated in writing to the KO. The Program Manager and designated alternate(s) shall have full authority to act for the Contractor on all matters relating to daily performance of the work statement. The Program Manager and/or alternate(s) shall be available during normal duty hours as specified herein, and shall be available within 24 hours notification by KO/TOM/SME to discuss PWS issues/requirements.

5.1.1.2 The Contractor's Program Manager shall meet with the KO/TOM/SME as necessary to maintain satisfactory performance and to resolve issues pertaining to Government/Contractor procedures. At these meetings, a mutual effort will be made to resolve any and all problems identified. Written minutes of these meetings shall be prepared by the Contractor, signed by the Contractor's designated representative, and furnished to the KO/TOM/SME within two (2) workdays of the subject meeting.

5.1.1.3 In order to successfully perform the PWS, the proposed Program Manager shall have experience with and possess in-depth knowledge and understanding of the existing ACES Application, web-based support modules e.g., XMAN, CSUM, and ASKIT, ad hoc reporting and analysis tools, and the Navy Flying Hour Program to include budget execution and planning.

5.1.2 TECHNICAL LEAD (Key Personnel; Resume Required): In order to successfully perform the requirements of the PWS, the proposed Technical Lead shall have experience with and ability in providing technical and administrative direction for personnel performing software development tasks, including the review of work products

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 14 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

for correctness, adherence to the design concept and to user standards, and for progress in accordance with schedules. The proposed Technical lead shall have experience and ability with the analysis and design of business applications on complex, large-scale systems, including experience in data base management concepts. Knowledge of state-of-the-art storage and retrieval methods is required, as well as the ability to formulate specifications for computer programmers to use in coding, testing, and debugging of computer programs.

**5.1.3 PROGRAMMER LEAD (Key Personnel; Resume Required):** In order to successfully perform the requirements of the PWS, the proposed Programmer Lead shall have the ability/knowledge to formulate and define system scope and objectives for assigned projects, and shall have the ability and experience to prepare detailed specifications for programs. The proposed programmer lead shall have extensive knowledge and experience with program design, coding, testing, debugging and documentation, and shall have full technical knowledge of all phases of requisite applications systems analysis and programming. The proposed programmer lead shall have an understanding of the business or function for which the application(s) is designed, and shall have experience as an applications programmer on large-scale database management systems, knowledge of target computer equipment and ability to develop complex software to satisfy design objectives. General experience required includes managing and performing software-engineering activities increasing responsibilities in software engineering activities. Knowledgeable of applicable standards is required. Use of design tools (such as IDEF1x, entity relationship diagrams), and other design techniques, object oriented principles, and experience with the logical and physical functional, operational, and technical architecture of large and complex information systems are necessary to satisfactory perform. Must have managed or had significant involvement with complex or substantive information technology projects.

**5.1.4 PROGRAMMER (Non-key Personnel; resume not required):** In order to successfully perform the requirements of the PWS, the proposed Programmer shall have ability, knowledge and prior experience to design, code, maintain and document software for computers, networks, and associated equipment; standard programming and analysis methods and techniques in developing and modifying software and/or systems. Proposed programmer shall have the knowledge and experience to conduct analysis of system requirements and develop methods for problem solution; have familiarity with, and knowledge of current system software and equipment technology; and have the ability to recognize potential developments which might be applicable to the requisite programmer on large-scale database management systems, knowledge of target computer equipment and ability to develop complex software to satisfy design objectives. General experience required includes managing and performing software-engineering activities increasing responsibilities in software engineering activities. Knowledge of applicable standards is required. Knowledge of design tools (such as IDEF1x, entity relationship diagrams), and other design techniques, object oriented principles, and experience with the logical and physical functional, operational, and technical architecture of large and complex information systems are also required.

**5.1.5 JR ANALYST (Non-key Personnel; resume not required):** In order to successfully perform the requirements of the PWS, the proposed Jr. Analyst shall have the knowledge, experience and ability to collect, analyze and store information as well as help evaluate, design, program, test or implement revise automated project management systems; have the knowledge, experience and ability to analyze costs, schedules, and technical performance of various projects/programs; have the ability and experience to provide necessary input for the preparation of project management documentation and interface when necessary with customers to compile information regarding installation, testing, and training of systems and equipment.

## **5.2 Technical Requirements/Knowledge/Skills**

**5.2.1** In order to successfully perform the PWS, proposed contractor key personnel for the listed in 5.1 shall have a broad range, depth of knowledge and skills, and prior work experience covering primarily database and front end application programming, Oracle 11g, MS Visual Basic.Net, C#, VB.Net, MS ASP.Net, HTML, Java, FarPoint spread controls and Crystal Reports 10/11.

**5.2.2** In order to successfully perform the PWS, Contractor key personnel for the labor categories listed in 5.1, shall have the knowledge, experience and ability to design test and implement a software architecture solution that separates the database and web application server into two different server hosts, is also required.

## **5.3 KEY PERSONNEL:**

**5.3.1** Continuity of support is an essential element of the Contractor services provided for systems supporting the management, budgeting, and allocation of funds critical for operating and maintaining Pacific and Atlantic Fleet Air



CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 15 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Forces, Marines and other support infrastructure. Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes are submitted and marked by the vendor as "Key Personnel". No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment without prior written approval from the TOM. Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below. Key personnel must be available upon start date of the delivery order.

5.3.2 Key Personnel Designation: For the purpose of the overall performance of this effort, the Program Manager, Technical Lead, and Programmer Lead labor categories shall be designated as key personnel.

5.3.3 Substitution of Key Personnel: All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the TOM and the Contracting Officer at least twenty- five (25) calendar days in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution. An interview by the TOM may also be requested. The TOM and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

#### **5.4 SECURITY REQUIREMENTS:**

5.4.1 There are no security clearance requirements for this contract other than that needed to obtain a Common Access Card (CAC). Contractor personnel requiring access to the Navy Marine Corps Intranet (NMCI), various DOD and DON websites, and certain government work spaces to accomplish the tasks of this work statement, will require a CAC.

5.4.1.1 The Contractor shall coordinate and ensure personnel requiring access to NMCI, various DOD networks, and government workspaces in support of this requirement, obtain CAC.

5.4.2 Initial DOD Contractor eligibility for issuance of a CAC is physical access to federal facilities and installations and logical access to DOD networks, including but not limited to NMCI, Naval Aviation Logistics Command Management Information System (NALCOMIS), Command Websites, and SharePoint. Contractors required to have a CAC to access government systems, a particular installation, or to work on tasks requiring a clearance shall be required to pass a trustworthy National Agency Check plus Written Inquiries with Credit Check (NACI), in accordance with DTM-08-003 or latest guidance, at no cost to the government, prior to being allowed to work under this PWS.

5.4.3 All contractor personnel shall have a favorably adjudicated National Agency Check with Local Agency and Credit Checks (NACLIC) Personnel Security Investigation (PSI) prior to performing the requirements under this work statement.

#### **5.5 CONTRACTOR INTERFACES:**

The Contractor and/or his subcontractors may be required as part of the performance of his effort to work with other Government Contractors. Such other Contractors shall not direct this Contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

#### **5.6 SPECIAL PROVISIONS:**

All documentation, software enhancements, programming code, specifications, and unique procedures developed during the performance period will become the property of the Government.

##### **5.6.1 Disclosure of Information**

5.6.1.1 Information and data accessed or used in the performance of this SOW is considered sensitive and shall not be disclosed by the Contractor without prior written approval by the Government.

5.6.1.2 Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the express prior written agreement of the Contracting Officer.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 16 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5.6.1.3 The Contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

### **5.6.2 Limited Use of Data**

5.6.2.1 Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor that is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

5.6.2.2 Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer (KO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner that provides for greater rights to the contractor.

### **5.6.3 Intellectual Property.**

This task order is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this Performance-Based Statement of Work will be subject to appropriate federal acquisition regulations which entitle the Government to unlimited license rights in technical data and computer software developed exclusively with Government funds, a nonexclusive "paid-up" license to practice any patentable invention or discovery made during the performance of this task order, and a "paid-up" nonexclusive and irrevocable worldwide license to reproduce all works (including technical and scientific articles) produced during this task order.

### **5.6.4 Organizational Conflict of Interest**

Contacts include the full range of Command staff, managers, supervisors and military and civilian employees at CNAF Headquarters, CNAF subordinate units, other DoD and DoN components, other agencies/offices, Major Claimants, public and private organizations, and Systems Commands. Contacts relate to a wide variety of information technology, operational and budgetary initiatives, issues and matters for review, assistance, obtaining and disseminating information, providing status reports, and clarifying policy issues.

In accordance with Federal Acquisition Regulation (FAR) Part 9.5, the Contract must identify and mitigate actual and potential organizational conflicts of interest. This PWS requires the contractor to provide management support, professional consulting services, and other administrative support to COMNAVAIRFOR San Diego. The Contractor shall ensure the opinions and recommendations provided in this PWS are inherently reliable and non-biased; and the Contractor shall ensure that information received or developed during performance of this PWS will not be improperly exploited to affect competition or released in contravention of the Trade Secrets Act or the Privacy Act.

### **5.7 Correspondence**

To promote timely and effective administration, correspondence shall be subject to the following procedures:

5.7.1 Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the SME and TOM with an information copy to the Contracting Officer (KO).

5.7.2 All other correspondence, including invoices, that proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW shall be addressed to the Contracting Officer with an information copy to the TOM.

### **6.0 Other Information.**

#### **6.1 Place of Performance:**

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 17 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The place of performance for this task will be primarily at the contractor's site. Performance may also be required on-site at COMNAVAIRPAC, COMNAIRLANT, COMMARFORPAC and COMMARFORLANT, on-site NEDC located Space and Naval Warfare Systems Center (SPAWAR) San Diego, and may be required at subordinate sites in the Pacific Fleet (to include COMMARFORPAC) and subordinate sites in the Atlantic Fleet (to include COMMARFORLANT).

## 6.2 Period of Performance:

This effort is for a base period plus two (2) one-year options, with periods of performance as follows:

Base Period: 1 June 2013 – 31 March 2014  
Option Year 1: 01 April 2014 – 31 March 2015  
Option Year 2: 01 April 2016 – 31 March 2016

## 6.3 Travel:

All travel associated with this task order shall have the prior written approval of the Contracting Officer or Contracting Officer's designated representative. Travel will be charged at actual lodging expenses; meals and incidental expenses will be charged at per diem rates limited by the Joint Travel Regulations (JTR). Anticipated travel, based on historical requirements, is provided below. All travel originates San Diego, CA. Destinations are subject to change as determined by current operational requirements. The following anticipated travel requirements are provided as historical information for planning purposes. Actual travel is driven by CNAF mission and operational requirements.

6.3.1 Not more than two (2) round trips each year from San Diego, CA to CONUS locations, (e.g. NAS Lemoore CA, NAS Whidbey Island WA, Norfolk, VA) for not more than two (2) people for proximately five (5) days each, may be required. Each trip is expected to provide functional and technical assistance, coordination, and training for the base year and two option periods.

6.3.2 Not more than one (1) round trip each year from San Diego, CA to OCONUS locations (e.g., Honolulu, HI and/or Atsugi Japan, for one (1) person for approximately seven (7) days, may be required. Each trip is expected to provide functional and technical assistance, coordination, and training for the base year and two option periods.

## 8.4 HOURS OF WORK

Contractor personnel are expected to conform to normal operating hours of 8:00 AM to 5:00 PM, Monday through Friday, with the exception of Federal Government holidays.

8.4.1 Government Holidays: The following Government holidays are normally observed by Government personnel: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

8.4.2 Emergency or Special Event Services: Occasionally, the Contractor may be required to perform and/or provide services outside the normal hours of duty. These occasions will be infrequent and may require services be performed after normal working hours in the evening and/or weekends (Saturday and Sunday). The TOM and the Contractor will mutually agree upon any/all deviations to the schedule.

## 9.0 POINTS OF CONTACT

### 9.1 Subject Matter Expert (SME)

[REDACTED]  
COMNAVAIRPAC N01F3  
Bldg. 11, Room 203, NAS North Island  
San Diego CA 92135  
Telephone: [REDACTED]  
Email: [REDACTED]

### 9.2 Task Order Manager (TOM)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 18 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[REDACTED]  
COMNAVAIRPAC N01FABMO  
Bldg 11, Room 205, NAS North Island  
San Diego , CA 92135  
Telephone # [REDACTED]  
Fax # [REDACTED]  
Email: [REDACTED]

#### 10.0 Local Provisions

#### 10.1 UNIT PRICES

Contractor unit prices, when incorporated into a Government contract, will be released under the Freedom of Information Act (FOIA) without further notice to the contractor submitter. If the Contractor takes issue with the release, it should submit its proposal data with the appropriate legends and explain in detail why such data cannot be released as a public record under the Freedom of Information Act.

#### 10.2 REVIEW OF AGENCY PROTESTS

The contracting activity, Fleet Logistics Center San Diego (FLCSD) will process agency protests in accordance with the requirements set forth in FAR 33.103(d). Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

The reviewing authority for FLCSD is the Director, Regional Contracts Department, Fleet Logistics Center San Diego at 937 North Harbor Drive, San Diego, CA 92132-0060. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official." Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 19 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

Packaging and Marking shall be in accordance with Section D of the Seaport-e Multiple Award contract.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 20 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Clauses incorporated by reference:

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 21 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/1/2013 - 3/31/2014
4002	4/1/2014 - 3/31/2015
6000	6/1/2013 - 3/31/2014
6001	4/1/2014 - 3/31/2015
7000	4/1/2015 - 3/31/2016
9000	4/1/2015 - 3/31/2016

### CLIN - DELIVERIES OR PERFORMANCE

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

4000	6/1/2013 - 3/31/2014
4002	4/1/2014 - 3/31/2015
6000	6/1/2013 - 3/31/2014
6001	4/1/2014 - 3/31/2015
7000	4/1/2015 - 3/31/2016
9000	4/1/2015 - 3/31/2016

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

4001	6/1/2013 - 3/31/2014
4003	4/1/2014 - 3/31/2015
7001	4/1/2015 - 3/31/2016

Services to be performed hereunder will be provided at (insert specific address and building etc.)

Clauses incorporated by reference:

52.242-15 Stop Work Order (AUG 1989) Alternate I  
52.247-34 FOB Destination (NOV 1991)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 22 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer (PCO)

[REDACTED]  
3985 Cummings Road  
San Diego, CA 92136  
Phone [REDACTED]  
[REDACTED]

Contracts Specialist (CS)

[REDACTED]  
3985 Cummings Road  
San Diego, CA 92136  
Phone [REDACTED]  
[REDACTED]

Task Order Manager (TOM)

[REDACTED]  
PO Box 357051  
San Diego, CA 92135-7051  
Phone [REDACTED]  
[REDACTED]

Subject Matter Expert (SME)

[REDACTED]  
COMNAVAIRPAC N01F3  
Bldg. 11, Room 203, NAS North Island  
San Diego CA 92135  
Telephone: [REDACTED]  
[REDACTED]

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

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

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training



CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 23 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

Cost Voucher

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

N57025

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

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00244
Admin DoDAAC	S2404A
Inspect By DoDAAC	N57025
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N57025
Service Acceptor (DoDAAC)	N57025
Accept at Other DoDAAC	N/A
LPO DoDAAC	N57025
DCAA Auditor DoDAAC	HAA031
Other DoDAAC(s)	N/A

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

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

██████████

██████████ (Alternate)

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 24 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[REDACTED]

[REDACTED] (Alternate)

[REDACTED] (DCAA Auditor)

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

(End of clause)

### **SEAPORT-e TASK ORDER ADMINISTRATION PLAN**

The government point-of-contact for all contractual matters is:

Contracts Specialist

[REDACTED]

3985 Cummings Road  
San Diego, CA 92136

Phone [REDACTED]

[REDACTED]

In order to expedite the administration of this task order, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the task order award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Task Order Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of task orders.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in task order terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Task ordering Officer's Representative (TOM) or someone else herein.

3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this task order prior to final payment to the contractor.

4. The paying office is responsible for making payment of proper invoices after acceptance is documented.

5. The Task Order Monitor (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the task order. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic task order between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor, an effort outside the scope of the task order is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a task order change. The TOM duties are as follows:

a. Technical Interface

(1) The TOM is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of task order requirements; milestones to be met within the general terms of the task order or specific subtasks of the task order; or, any other interface of a technical nature necessary for the

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 25 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contractor to perform the work specified in the task order. The TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The TOM is prohibited from issuing any instruction which would constitute a task order change. The TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

#### b. Task Order Surveillance

(1) The TOM shall monitor the contractor's performance and progress under the task order.

(2) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance. For surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the task order. If the task order is directed to perform the task order services in a specific manner, the line is being crossed. In such a situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the task order into one for personal services.

(3) The TOM shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When task order performance is taking place at a government location, the TOM shall also monitor contractor employees performing under the task order with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the task order. A record of such personal observations should be kept and reports and/or personal observations of the TOM.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the task order you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible task order, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of task order performance. Subsequent CPARs covering any task order option periods should be ready at 1-year intervals thereafter.

#### c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

2) The TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices.

The TOM shall notify DCAA when questioned costs have been resolved with the contractor. The TOM will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The TOM will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the task order.

(3) The TOM shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of task order performance. The TOM shall ensure that the voucher is clearly marked as a "Final Voucher."

#### d. Task Order Modifications.

(1) The TOM is responsible for developing the statement of work for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 26 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(2) Once the Task Ordering Officer has requested and received the contractor's proposal the TOM shall review and evaluate the contractor's proposal and furnish comments and recommendations.

e. Administrative Duties

(1) The TOM is responsible for taking appropriate action on technical correspondence pertaining to the task order and for maintaining files on each task order. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The TOM shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the task order.

(3) The TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Task Order Completion Statement

(1) The TOM is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any task order option and 60 days after task order completion. The report shall include a written statement that services were received in accordance with the task order terms and that the task order is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For task orders where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the task order may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the task order you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of task order completion.

(3) The TOM is responsible for providing necessary assistance to the Task Ordering Officer in performing Task Order Close-out in accordance with FAR 4.804, Closeout of Task Order Files.

6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the task order. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the TOM.

b. Review task order deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.

c Assist in preparing the final report on contractor performance for the applicable task order in accordance with the format and procedures prescribed by the TOM.

d. Identify task order noncompliance with reporting requirements to the TOM.

e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 27 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

provide the TOM with recommendations to facilitate TOM certification of the invoice.

g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

7. The Subject Matter Expert (SME) is responsible for the facilitating communication between the TOM and the contractor. The SME does not have any COR duties, however the few duties the SME has are as follows:

- a. Identify ACES reporting requirements.
- b. Recommend task priority.
- c. Verify receipt of services.
- d. Advise the TOM of any discrepancies and/or deficiencies.

5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's.

In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof.

Accounting Data

SLINID	PR Number	Amount
4000	N5702513RC028CG	856551.54
LLA :		
AA 1731804 70AE 250 57025 H 068688 2D C028CG 570253RGR7QQ		
Standard Number: N5702513RC028CG		
600001	N5702513RC028CG	3500.00
LLA :		
AA 1731804 70AE 250 57025 H 068688 2D C028CG 570253RGR7QQ		

BASE Funding 860051.54

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 28 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding 860051.54

MOD 01 Funding 0.00

Cumulative Funding 860051.54

MOD 02

4002 N5702514RC043CG 996286.82

LLA :

AB 1741804 70AE 250 57025 H 068688 2D C043CG 570254RGR7QQ

6001 N5702514RC043CG 3500.00

LLA :

AB 1741804 70AE 250 57025 H 068688 2D C043CG 570254RGR7QQ

MOD 02 Funding 999786.82

Cumulative Funding 1859838.36

MOD 03

7000 N5702515RC043CG 995491.22

LLA :

AC 1751804 70AE 250 57025 H 068688 2D C043CG 570255RGR7QQ

9000 N5702515RC043CG 3500.00

LLA :

AC 1751804 70AE 250 57025 H 068688 2D C043CG 570255RGR7QQ

MOD 03 Funding 998991.22

Cumulative Funding 2858829.58

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 29 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

### ORGANIZATIONAL CONFLICT OF INTEREST

#### A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest.

The contract requires the contractor, herein defined, to provide management support, professional consulting services, in particular, the contract calls for the contractor to provide engineering and technical direction, as defined in FAR Part 9.505-1. In addition, the contractor will be providing other administrative support that may include accessing and/or preparing budget information; accessing and/or preparing documents containing Privacy Act information. These services will be provided to COMNAVAIFOR, COMMARFORPAC, and COMMARFORLANT. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

#### B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement.
- (3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract.
- (4) "Interest" means organizational or financial interest;
- (5) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (6) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

#### B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract. By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

#### C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 30 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contractor understands and agrees that if it actually develops systems' specifications (see FAR 9.505-2) and/or provides systems' engineering and technical direction, as defined in FAR Part 9.505-1, it cannot be awarded a contract to supply the system, subject of the specification or systems engineering and technical direction. It cannot be a subcontractor or consultant to a supplier of the system or any of its major components. Contractor may provide administrative support and may have access to Government business-sensitive data and/or Privacy Act information. For a period of one year after contract is completed, neither it nor its affiliates shall propose in response to a solicitation, nor shall it consult or exchange information with any offeror, where such data would provide it with an advantage in that solicitation.

#### D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

The Contractor shall have each and every employee accessing information that is subject to these restrictions sign a "non-disclosure agreement." These agreements shall be maintained by the Contractor and shall be available for review/submission to the contracting officer or ordering officer upon request. These non-disclosure agreements must be maintained by the Contractor for the life of the contract plus five-years (5). Before destroying these documents, the Contractor must contact the Contracting Officer for further guidance – these documents may still be documentary evidence to be preserved in the case of litigation. In which case, the documents may have to be maintained in perpetuity. If for some reason, the documents cannot be maintained for the time frames set forth above, the contractor should notify the Contracting Officer for further guidance and possible release to the Navy.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or tradeseecret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing thirdparty trade-secret information and contact the Contracting Officer for further guidance. Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer. Contractor agrees to put this clause, or one in substantial conformance to this clause, in its subcontractors when, as indicated, the subcontractor or its employees will be providing the services identified herein. A subcontractor may therefore be bound by the terms and conditions of this OCI clause.

#### E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

#### **5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992) (NAVSUP)**

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms, or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made, except in accordance with this clause.

(b) The Contractor agrees that: during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (d) below.



CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 31 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitute of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal or higher than the qualifications of the person being replaced.

(e) In the event of a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than, or equal to, at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default, or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss, or damage as a result of the Contractor's actions.

(End of Clause)

**5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

**Non-Sensitive Positions**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 32 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements: Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLIC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

SF-85P Questionnaire for Public Trust Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall inprocess with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date.

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 33 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM).

Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR.

The VAR requires annual renewal for the duration of the employee's performance under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in nonsensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of clause)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 34 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

### 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 34 months.

52.204-7 Central Contract Registration (FEB 2012)

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)

52.216-8 Fixed Fee (JUN 2008)

52.217-5 Evaluation of Options (OCT 1997)

52.222-4 Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)

52.222-17 Nondisplacement of Qualified Workers (JAN 2013)

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

52.222-43 Fair Labor Standards Act and Service Contract Act Price Adjustment (SEP 2009)

52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

52.223-6 Drug-Free Workplace (MAY 2001)

52.223-10 Waste Reduction Program (MAY 2011)

52.228-7 Insurance-Liability to Third Persons (MAR 1996)

52.232-18 Availability of Funds (APR 1984)

52.232-20 Limitation of Cost (APR 1984)

52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

252.204-7005 Oral Attestation of Security Responsibility (NOV 2001)

252.223-7004 Drug-Free Work Force (SEP 1988)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993)

252.231-7000 Supplemental Cost Principles (DEC 1991)

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

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 35 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

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

This contract is incrementally funded and the amount currently available for payment hereunder is limited to TBD inclusive of fees. It is estimated that these funds will cover the cost of performance through TBD. Subject to the provisions of the clause entitled "Limitations of funds" FAR 52.232-22 of the general provisions of the contract, no legal liability on the part of the government for payment in excess of TBD shall arise unless additional funds are made available and are incorporated as a modification to this contract.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. NW04	AMENDMENT/MODIFICATION NO. 03	PAGE 36 of 36	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1

Exhibit A - CDRL A002

Exhibit A - CDRL A003

Exhibit-J001 Wage determination table WD 05-2057 (Rev.-14) Dated 06/25/2013 is incorporated into this task order by reference and is available at [www.wdol.gov](http://www.wdol.gov).